

Exhibit S

Supplemental Agreement

Covering

PROFIT SHARING PLAN

Exhibit F

to

AGREEMENT

between

DELPHI CORPORATION

and

UAW

dated

September 18, 2003

Supplemental Agreement

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Delphi Corporation and the UAW
(Profit Sharing Plan)**

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EXHIBIT F
SUPPLEMENTAL AGREEMENT
(Profit Sharing Plan)

F, Sect. 1

SUPPLEMENTAL AGREEMENT (PROFIT SHARING PLAN)

On this 18th day of September, 2003, Delphi Corporation, hereinafter referred to as the Corporation or Delphi, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, hereinafter referred to as the Union, on behalf of the employees covered by the Collective Bargaining Agreement of which this Supplemental Agreement becomes a part, agree as follows:

SECTION 1. Establishment of Plan

Subject to the approval of its Board of Directors, the Corporation will establish an amended Profit Sharing Plan for Hourly-Rate Employees in the United States, hereinafter referred to as the "Plan," a copy of which is attached hereto as Exhibit F-1 and made a part of this Agreement to the extent applicable to the employees represented by the Union and covered by this Agreement as if fully set out herein, modified and supplemented, however, by the provisions hereinafter. In the event of any conflict between the provisions of the Plan and the provisions of this Agreement, the provisions of this Agreement will supersede the provisions of the Plan to the extent necessary to eliminate such conflict.

In the event that the Plan is not approved by the Board of Directors of the Corporation, the Corporation, within 30 days after any such disapproval, will give written notice thereof to the Union and this Agreement shall thereupon have no force or effect. In that event, the matters covered by this Agreement shall be the subject of further negotiation between the Corporation and the Union.

F, Sect. 2 (a)

SECTION 2. Administration

(a) Notwithstanding any provision of the Plan, (1) any person who receives a back pay award applicable to an earlier Plan Year as the result of a grievance settlement shall receive after such grievance settlement a payment for the Plan Year to which such back pay award applies in an amount equal to the Participant's Profit Sharing Amount that would have been payable for such earlier Plan Year, based on the Compensated Hours received by such person for such Plan Year, less any Profit Sharing Amount paid previously to such person for such Plan Year, (2) the amount of such payments shall be deducted from the Total Profit Share otherwise allocated to the Plan for the first Plan Year ending after the date of such grievance settlement in which a Total Profit Share is achieved, and (3) any Compensated Hours resulting from a back pay award shall be included as Compensated Hours only for the Plan Year for which the back pay is awarded.

(b) The Union shall be informed of the results of a review of a request by a Participant or beneficiary of a Participant pursuant to Article VI, Section 6.06 of the Plan, provided the Participant is represented by the Union.

(c) Notwithstanding Article II, Section 2.03 of the Plan, and solely for the purpose of determining the amount of any distribution under this Plan, Compensated Hours shall be credited to an employee who is on a leave of absence under Paragraph 109 of the National Agreement if the leave was granted for the purpose of permitting the employee to engage in the business of, or to work for, the Local Union and provided further that each such employee is involved in the in-plant administration of the provisions of such National Agreement. An employee eligible for

F, Sect. 2 (c)

Compensated Hours pursuant to this provision shall be credited with up to 40 hours for each calendar week while on such leave, subject to the annual maximum specified in Article II, Section 2.03 of the Plan, provided the employee meets the requirements of the leave.

**SECTION 3. Non-Applicability of Collective
Bargaining Agreement Grievance
Procedure**

(a) No matter respecting the Plan as supplemented by this Agreement or any difference arising thereunder shall be subject to the grievance procedure established in the Collective Bargaining Agreement between the Corporation and the Union.

(b) All computations made by the Corporation to determine Sales and Revenues and Profits (as defined in Article II, Sections 2.15 and 2.14 of the Plan, respectively) when certified by the opinion of a firm of independent certified public accountants (selection of which shall be made by the Corporation and must be approved by the shareholders of the Corporation) as being in accordance with generally accepted accounting principles, and all calculations made by the Corporation to determine the Total Profit Share (as defined in Article II, Section 2.17 of the Plan) when certified by the opinion of the aforementioned independent certified public accountants as being in accordance with the provisions of the Plan, shall be final and binding on the Union, Participants, beneficiaries, and the Corporation.

(c) The Corporation will respond as soon as practicable to reasonable requests from the Union for information regarding the computations made by the Corporation of the Total Profit Share and allocation of the Total Profit Share among plans.

F, Sect. 3 (d)

(d) The parties agree to refer any disagreements over the interpretation of the terms of this Agreement or the Plan to a mutually acceptable impartial person for resolution. The resolution of any such disagreement by such impartial person shall be final and binding upon the Union, Participants, beneficiaries, and the Corporation. Such impartial person shall not, however, have any authority to determine accounting policies used in the computation of Sales and Revenues, Profits, or the Total Profit Share, or to change the dollar amount of Sales and Revenues, Profits, or the Total Profit Share. The determination of accounting policies (e.g., depreciation, LIFO, expense allocation, etc.), so long as they are within generally accepted accounting principles, remains within the sole discretion of the Corporation and such determination of accounting policies shall be final and binding upon the Union, Participants, and beneficiaries. The compensation of the impartial person, which shall be in such amount and on such basis as may be determined by the Corporation and the Union, shall be shared equally by the Corporation and the Union.

SECTION 4. Governmental Rulings

(a) The Plan, as set forth in Exhibit F-1, and the Plan as it may be supplemented by superseding provisions of this Agreement, are contingent upon and subject to the Corporation obtaining and retaining from the United States Department of Labor a ruling, satisfactory to the Corporation, holding that no part of any payments made from the Plan are included for purposes of the Fair Labor Standards Act or under comparable state legislation in the regular rate of any Participant.

(b) The Corporation shall apply promptly to the appropriate agency(ies) for the ruling described in subsection (a) of this Section.

F, Sect. 4 (c)

(c) Notwithstanding any other provisions of this Agreement or the Plan, the Corporation, with the consent of the UAW Vice President and Director of the General Motors Department of the Union, may, during the term of this Agreement, make revisions in the Plan not inconsistent with the purposes, structure, and basic provisions thereof which shall be necessary to obtain or retain the ruling referred to in subsection (a) of this Section 4. Any such revisions shall adhere as closely as possible to the language and intent of provisions outlined in this Agreement and the Plan.

SECTION 5. Recovery of Overpayments

If it is determined that any monies paid to an employee under the Delphi-UAW National Agreement and any Exhibits thereto should not have been paid or should have been paid in a lesser amount, written notice thereof shall be given to such employee, and the employee shall repay the amount of the overpayment.

If the employee fails to repay such amount of overpayment promptly, the Corporation shall recover the amount of such overpayment immediately from any monies then payable, or which may become payable, to the employee in the form of wages or benefits payable under the Delphi-UAW National Agreement and any Exhibits thereto; except that, not more than 50% of any Profit Sharing Amount to which a Participant otherwise may be entitled shall be subject to any such recovery.

SECTION 6. Duration of Agreement

This Agreement and Plan as modified and supplemented by this Agreement shall continue in effect until the termination of the Collective Bargaining Agreement of which this is a part. Notwithstanding termination of this Agreement and Plan, any Total Profit Share that

F, Sect. 6

otherwise would accrue for calendar year 2007 will be allocated, distributed, and administered in accordance with the provisions of this Agreement and the Plan.

In witness hereof, the parties hereto have caused this Agreement to be executed the day and year first above written.

**INTERNATIONAL
UNION, UAW**

RON GETTELFINGER
RICHARD SHOEMAKER
JIM BEARDSLEY
HENDERSON SLAUGHTER
JOE SPRING
BILL STEVENSON
DAVE CURSON
JIM SHROAT
RON BIEBER
SCOTT CAMPBELL
ANTONIO ORTIZ
TOM WALSH
TOM WEEKLEY
WILLIE WILLIAMS
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GREG FEDAK
MARK KELLY
FAYE MCAFEE
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PAUL MITCHELL
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LAWRENCE SMITH
MAURICE STATEN
CINDY SUEMNICK
LARRY SZUMAL
RON BROGAN
BOB BUENO
MIDGE COLLETTE
MARK HAWKINS
JIM JENKINS
LEE JONES
MIKE JONES
LARRY KUK
RICK O'DONNELL
DARRELL SHEPARD
CLYDE SIMS
RAY ALLEN
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NATE BEARDSLEY
CHARLIE BEST

**DELPHI
CORPORATION**

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DON RUNKLE
RODNEY O'NEAL
KEVIN M. BUTLER
RALPH E. HANDLEY
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DARRELL E. KIDD
NICK HOTCHKIN
MARK CASHDOLLAR
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ED GOETTL
DON HOOPER
MARK LEWIS
CHARLES MCWEE
BERNARD QUICK
JUDY MATZELLE
M. BETH SAX
FRANK KUPICKI
SCOTT HARRIS
DAVID BODKIN
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THOMAS SMITH
DAVE CAIROLI
SALVATORE GALANTE, M.D.
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THOMAS B. ARNOLD
BRENDA PAGE
LARRY B. PEOPLES
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PAT McDONALD
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**INTERNATIONAL
UNION, UAW**

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RON BLYTHE
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REBECCA CABREROS
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DEBBIE CHAMBERLAIN
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JAMES CIOTTI
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JIM CLIFTON
TIM COBB
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TERRI DOLAN
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MOSES GREEN
MIKE GRIMES
CHARLIE GROSS
LESLIE HALIBURTON
FRANK HAMMER
BILL HAYES
KEN HOLDER
DIANA HROVATIN
MOHAMMED ISA
DAVE KAGELS
JIM KING
TOM KINMAN
PETE KOROLENKO
DAVE KOSCINSKI
DAN LACK
JAMES LAKE
DIANE LAWTON
RANDY LENTZ
REG MCGHEE

**DELPHI
CORPORATION**

DALE JOHNSON
NANCY JULIUS
BRIAN C. STUDER
SHARON L. SMITH
MICHELLE TRIMBLE
RENEE ATKINSON
BETH BROWN
PAUL CAIGOY
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DEANNA DOROGY
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GARY ELLIOTT
LAURA HARDY
JOANNA KAPLAN
CHRIS KRUMINS
LESIA MAHON
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LUCE RUBIO
ARTHUR HUBER

**INTERNATIONAL
UNION, UAW**

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GREG NELSON
DON NEWTON
KRIS OWENS
ED PARKER
LINDA PATTON
RITA PERSINGER
STEVE RAICH
FRED RASPBERRY
BONNI REFFITT
LORENZO RIVERA
JOHN RUPP
RUSS RUSSAW
BILL SAVAGE
JIM SAYLOR
RENE SCHUTTE
BILL SCRASE
DARRELL SMITH
JAMES STEVENS
STAN STOKER
TOM STRUCKMAN
CRICKETT SWEET
LIBBY TOMASKO
EDDIE TRENT
KENNY VANHORN
DWAYNE WALDROP
RON WALKER
JOANNA WHITAKER
MICHAEL WILSON
AL YELLE

EXHIBIT F-1
THE DELPHI
PROFIT SHARING PLAN
FOR HOURLY-RATE EMPLOYEES
IN THE UNITED STATES

Art. 1

ARTICLE I

ESTABLISHMENT AND EFFECTIVE DATE OF PROFIT SHARING PLAN

1.01 Establishment of Plan

Delphi Corporation hereby establishes The Delphi Profit Sharing Plan for Hourly-Rate Employees in the United States (hereinafter referred to as the Plan).

1.02 Effective Date of the Plan

The Plan shall become effective January 1, 2004, except as otherwise may be provided herein. The Agreement dated September 28, 1999 shall remain in effect until December 31, 2003, and shall govern distribution in 2004, based on any profits in 2003.

ARTICLE II

DEFINITION OF TERMS

The following definitions will apply to all words and phrases capitalized in the text which follows.

2.01 "Administrator"

Administrator means Delphi Corporation. The Administrator's address is 5825 Delphi Drive, Mail Code 480-410-104, Troy, MI 48098.

2.02 "Associate"

Associate means a non-consolidated joint venture in which the capital investment of the Corporation, either directly or indirectly, is between 20% and 50%, inclusive.

Art. II, 2.03(a)

2.03 "Compensated Hours"

(a) Compensated Hours means all hours, not in excess of 1,850 hours in any Plan Year, for which a Participant who is eligible to receive a distribution for a Plan Year received pay from the Corporation with respect to hourly-rate employment in U.S. Operations during the Plan Year on or after an Employee's date of enrollment. The term shall include hours for which a Participant who is eligible to receive a distribution for a Plan Year receives base pay, overtime (with each hour paid at premium rates to be counted as one hour), vacation entitlement, holiday pay, bereavement pay, jury duty pay, short-term military duty pay, and call-in pay; provided, however, no hours shall be duplicated because of payment under more than one category. The term shall not include hours compensated in any other form (e.g., Cost-of-Living Allowance, night-shift premium, seven-day premium, incentive pay, moving allowance, supplemental unemployment benefit payments under the Corporation's Supplemental Unemployment Benefit Plan [including automatic short week benefit payments] or Guaranteed Income Stream Benefit Plan, suggestion awards, tool allowances, imputed income, sickness and accident benefits, extended disability benefits, and allocations under this Plan).

(b) The term Compensated Hours shall include, for a Participant who otherwise is eligible to receive a distribution for a Plan Year, 40 hours for each complete calendar week during such Plan Year that the Participant is on an approved sick leave of absence and for such complete calendar week has received Workers' Compensation payments from the Corporation as the result of a totally disabling occupational injury or disease under any Workers' Compensation law or act or any occupational disease, law, or act, provided:

Art. II, 2.03(b)(i)

(i) the Participant otherwise would have been scheduled to work all hours during such complete calendar week(s); and

(ii) the Participant is actively at work for the Corporation during at least one complete calendar week in the Plan Year; and

(iii) during the Plan Year, or prior thereto, the Corporation has for such calendar week(s) either voluntarily paid Workers' Compensation benefits or failed to appeal the adverse determination of an applicable state agency or court awarding payment of Workers' Compensation benefits.

A Participant shall not receive credit for Compensated Hours applicable to any prior Plan Year as the result of a decision of an applicable state agency or court awarding benefits retroactively for periods during any prior Plan Year.

2.04 "Consolidated Subsidiary"

Consolidated Subsidiary means, for any Plan Year, any Subsidiary, the accounts of which are consolidated with those of the Corporation in the Statement of Consolidated Income and Consolidated Balance Sheet of the Corporation for such Plan Year.

2.05 "Corporation"

Corporation means Delphi Corporation.

2.06 "Domestic"

Domestic means, with respect to any Consolidated Subsidiary or Non-Consolidated Subsidiary, any such Subsidiary that is incorporated and derives more than 50% of its revenue from activities carried on or located within the United States.

Art. II, 2.07(a)

2.07 "Employee"

Employee means

(a) any person regularly employed in the United States by U.S. Operations of the Corporation on an hourly-rate basis, including:

(1) hourly-rate persons employed on a full-time basis;

(2) part-time hourly-rate employees who, on a regular and continuing basis, perform jobs having definitely established working hours, but the complete performance of which requires fewer hours of work than the regular workweek, provided the services of such employees are normally available for at least half of the employing unit's regular workweek;

(b) The term "Employee" shall not include employees represented by a labor organization which has not signed an agreement making the Plan applicable to such employees.

(c) The term "Employee" shall not include leased employees as defined under Section 414(n) of the Internal Revenue Code.

(d) The term "employee" shall not include contract employees, bundled services employees, consultants, or other similarly situated individuals, or individuals who have represented themselves to be independent contractors.

The following classes of individuals are ineligible to participate in this Plan, regardless of any other Plan terms to the contrary, and regardless of whether the individual is a common-law employee of the Corporation:

Art. II, 2.07(d)(1)

(1) Any individual who provides services to the Corporation where there is an agreement with a separate company under which the services are provided. Such individuals are commonly referred to by the Corporation as "contract employees" or "bundled-services employees";

(2) Any individual who has signed an independent contractor agreement, consulting agreement, or other similar personal service contract with the Corporation;

(3) Any individual who both (a) is not included in any represented bargaining unit and (b) who the Corporation classifies as an independent contractor, consultant, contract employee, or bundled-services employee during the period the individual is so classified by the Corporation.

The purpose of this provision is to exclude from participation all persons who may actually be common-law employees of the Corporation, but who are not paid as though they were employees of the Corporation, regardless of the reason they are excluded from the payroll, and regardless of whether that exclusion is correct.

2.08 "Investment"

Investment means a company in which the Corporation has less than a 20% ownership.

2.09 "Non-Consolidated Subsidiary"

Non-Consolidated Subsidiary means, for any Plan Year, any Subsidiary which is not a Consolidated Subsidiary for such Plan Year.

Art. II, 2.10

2.10 "Participant"

Participant means an Employee who, at any time during a Plan Year, has been enrolled in the Plan in accordance with Article III and is eligible to receive a Profit Sharing Amount for such Plan Year.

2.11 "Plan"

Plan means The Delphi Profit Sharing Plan for Hourly-Rate Employees in the United States.

2.12 "Plan Year"

Plan Year means the 12-month period beginning on January 1 and ending on December 31.

2.13 "Profit Sharing Amount"

Profit Sharing Amount means the portion of the Total Profit Share allocated to a Participant.

2.14 "Profits"

Profits means income earned by U.S. Operations before income taxes and "extraordinary" items (with "extraordinary" defined as under generally accepted accounting principles). Profits are before any profit sharing charges are deducted.

Profits also are before incentive program charges for U.S. Operations, including (i) Delphi Corporation, (ii) Consolidated Subsidiaries, and (iii) Non-Consolidated Subsidiaries. Excluded from Profits are any profits (or losses) derived from non-U.S. Subsidiaries of U.S. Operations and any dividends received from non-U.S. Subsidiaries. Income from non-consolidated U.S. Operations shall be included on an after-tax basis.

2.15 "Sales and Revenues"

Sales and Revenues means the total net sales and revenues of Delphi U.S. Operations for such Plan Year.

Art. II, 2.16

2.16 "Subsidiary"

Subsidiary means a corporation, a majority of the voting stock of which is owned, directly or indirectly, by the Corporation.

2.17 "Total Profit Share"

Total Profit Share means an obligation of the Corporation for any Plan Year in an amount equal to the sum of:

(a) 6% of the portion of the Profits for such Plan Year which exceeds 0.0% of Sales and Revenues for such Plan Year but does not exceed 1.8% of Sales and Revenues;

(b) 8% of the portion of the Profits for such Plan Year which exceeds 1.8% of Sales and Revenues for such Plan Year but does not exceed 2.3% of Sales and Revenues;

(c) 10% of the portion of the Profits for such Plan Year which exceeds 2.3% of Sales and Revenues for such Plan Year but does not exceed 4.6% of Sales and Revenues;

(d) 14% of the portion of the Profits for such Plan Year which exceeds 4.6% of Sales and Revenues for such Plan Year but does not exceed 6.9% of Sales and Revenues; and

(e) 17% of the portion of the Profits for such Plan Year which exceeds 6.9% of Sales and Revenues for such Plan Year.

In any Plan Year in which a Total Profit Share is achieved, the minimum Total Profit Share will be \$50 multiplied by the total number of participants eligible for a distribution for the Plan Year under this Plan or under a similar plan established by the Corporation or would be eligible under a similar plan.

Art. II, 2.18

2.18 "U.S. Operations"

U.S. Operations means all operations of the Corporation and its Domestic Subsidiaries, both consolidated and non-consolidated, in the financial statements included in the Delphi Annual Report that carry on business primarily in the United States. The term excludes (1) the following U.S. incorporated subsidiaries and their employees whose operations are primarily involved in business outside the United States: Delphi Automotive Systems (Holdings), Inc.; Delphi Automotive Systems International, Inc.; Delphi International Services, Inc. (Delaware); Delphi Corporation (Delaware); and any other subsidiaries that may qualify in the future, (2) Associates, and (3) Investments.

ARTICLE III

ENROLLMENT

3.01 Enrollment

An Employee will be enrolled in the Plan on the later of (a) the date upon which the employee meets the Plan definition of Employee, Section 2.07, or (b) the date on which this Plan first becomes applicable to the unit in which such person is employed, provided the person remains employed on such date.

ARTICLE IV

ALLOCATION AND DISTRIBUTION

4.01 Allocation of the Total Profit Share to this Plan

The Total Profit Share for the Plan Year is to be allocated to this Plan in the proportion that (a) the number of Participants in this Plan entitled to a

Art. IV, 4.01

distribution for the Plan Year bears to (b) the total number of all hourly-rate employees and non-executive salaried employees of the U.S. Operations and other persons who are entitled to a distribution for the Plan Year under this Plan or under a similar plan or would be entitled under a similar plan.

4.02 Allocation of Profit Sharing Amount to Participants

The portion of the Total Profit Share for the Plan Year allocated to this Plan in accordance with Section 4.01 will be allocated to each Participant entitled to a distribution for the Plan Year in the proportion that (a) the Participant's Compensated Hours for the Plan Year bears to (b) the total Compensated Hours of all Participants in this Plan entitled to a distribution for the Plan Year.

4.03 When Profit Sharing Amounts are Allocated and Distributed

(a) Commencing with the 2003 Plan Year and as soon as administratively feasible, but in no event later than the third month following the end of the Plan Year, the Profit Sharing Amount will be allocated and distributed to each eligible Participant pursuant to this Article IV. The Corporation shall deduct from the amount of any such distribution to a Participant (or beneficiary) any amount required to be deducted, by reason of any law or regulation, for payment of taxes or other payments to any federal, state, or local government. Each distribution shall be accompanied by a statement showing the computation of such Participant's Profit Sharing Amount. Withholding tax obligations of the Corporation with respect to any such distribution will be satisfied as determined by the Administrator of the Plan. In determining the amount of any applicable tax, the computation of which takes personal exemptions into account, the Corporation shall

Art. IV, 4.03(a)

be entitled to rely on the official form filed with the Corporation for purposes of income tax withholding. No interest shall be payable with respect to any such distribution.

(b) In lieu of receiving a distribution in cash pursuant to subsection (a) of this Section 4.03, each Participant entitled to a distribution for any Plan Year that is in excess of the minimum Total Profit Share as defined in Article II, Section 2.17, other than a Participant whose employment terminated prior to distribution of such Profit Sharing Amounts, may elect to have the Corporation contribute to the Participant's account under The Delphi Personal Savings Plan for Hourly-Rate Employees in the United States an amount up to 100%, in multiples of 1% of such distribution, provided such amount is not in excess of the maximum amount permitted under Section 415 of the Code. Such election shall be filed at such time and in such manner as the Administrator shall determine and will remain continuously in effect until changed by the Employee. If the Administrator does not receive an election from a Participant on or before the date established by the Administrator for submission of such elections for the applicable Plan Year, the Participant's Profit Sharing Amount for the Plan Year shall be distributed to the Participant.

(c) Any amounts elected to be deferred by a Participant pursuant to Section 4.03(b) of this Article IV which cannot be deferred as a result of the application of Section 415 of the Code shall be distributed to the Participant.

(d) Notwithstanding Section 6.04 of the Plan, in the event the Corporation is legally obligated to pay a tax levy, child support, or similar legal obligations to any third party, no election made by the Participant to defer a Profit Sharing Amount pursuant to Section 4.03(b)

Art. IV, 4.03(d)

shall be effective. To the extent necessary and/or available, the legally required payment will be deducted from the Participant's Profit Sharing Amount and paid to the applicable third party.

4.04 To Whom Profit Sharing Amounts are Distributed

In addition to Participants who are on the active roll at the end of the Plan Year, the Profit Sharing Amount for the Plan Year, if any, will be paid to otherwise eligible (1) Participants on layoff or leave of absence, including sick leave, at the end of the Plan Year, (2) Participants who retired during the Plan Year, and (3) beneficiaries of Participants who died during the Plan Year. Employees who terminated during the Plan Year for any reason other than death, retirement, or any voluntary termination of employment program shall not be eligible for a distribution for the Plan Year. The amount of any such distribution shall be determined in accordance with Section 4.02 of this Article IV.

Distribution of a Profit Sharing Amount will be made only to a Participant. However, if the Participant is deceased at the time of distribution, the distribution will be made to the beneficiary or beneficiaries designated by the Participant pursuant to Article V.

4.05 Overpayments and Underpayments

(a) No amount allocated to a Participant entitled to a distribution for a Plan Year under this Plan may be increased or decreased in a subsequent Plan Year except in the event it shall be determined an error in excess of \$3 was made in the computation of any Profit Sharing Amount for any Plan Year. Such error shall be handled as follows:

(i) If such Participant's Profit Sharing Amount (correctly determined) was greater than the amount paid

Art. IV, 4.05(a)(i)

to such Participant by an amount in excess of \$3, the deficiency shall be paid to such Participant within 60 days after such determination.

(ii) If such Participant's Profit Sharing Amount (correctly determined) was less than the amount paid to such Participant by an amount in excess of \$3, written notice thereof shall be mailed to such Participant receiving such Profit Sharing Amount and the Participant shall return the amount of such overpayment to the Corporation; provided, however, that no such repayment shall be required if notice has not been given within 120 days from the date on which the overpayment was made. If such Participant shall fail to return such amount promptly, the Corporation shall make an appropriate deduction or deductions from any monies then payable, or which may become payable, by the Corporation to the employee in the form of wages or future payments under this Plan; provided, however, that any such deduction shall not exceed \$30 from any one paycheck, but any such deduction from subsequent payments under the Plan shall not be limited.

(b) The Corporation shall make an appropriate deduction or deductions from any future benefit payment or payments payable to the Participant under this Plan for the purpose of recovering overpayments made to the Participant in the form of wages or under any Delphi benefit plan. Amounts so deducted shall be remitted to the Corporation or the benefit plan, as applicable. The Corporation, by such remittance, shall be relieved of any further liability to the Participant with respect to such payments under this Plan.

4.06 Benefit Drafts Not Presented

Unless prevented by law, the amount of any payment made to a Participant under the Plan, but not claimed by the Participant prior to December 31 of the Plan Year following the date of such payment, shall be added to

Art. IV, 4.06

the portion of the Total Profit Share next allocated to this Plan. In this event, such Participant shall have no further entitlement to such payment.

ARTICLE V

OTHER PROVISIONS

5.01 Designation of Beneficiaries in Event of Death

A Participant shall be deemed to have designated as beneficiary or beneficiaries under this Plan the person or persons who receive the Participant's life insurance proceeds under the Corporation's Life and Disability Benefits Program for Hourly Employees unless such Participant shall have assigned such life insurance, in which case the Profit Sharing Amount will be paid to the estate of the Participant unless such Participant has submitted, in writing, a different beneficiary or beneficiaries to the Plan Administrator.

A beneficiary or beneficiaries will receive, in the event of the Participant's death, all or part of the Profit Sharing Amount of the Participant in accordance with the applicable designation. If the Corporation shall be in doubt as to the right of any beneficiary to receive any Profit Sharing Amount, the Corporation may deliver such Profit Sharing Amount to the estate of the Participant, in which case the Corporation shall not have any further liability to anyone.

ARTICLE VI

ADMINISTRATION

6.01 Administrative Responsibility

The Corporation will have full power and authority to construe, interpret, and administer this Plan and to pass

Art. VI, 6.01

upon and decide cases presenting claims in conformity with the objectives of the Plan and under such rules as it may establish from time to time. Decision of the Corporation will be final and binding upon any of its employees.

6.02 Certification by Independent Certified Public Accountants

The Corporation will compute Sales and Revenues and Profits (as defined in Article II, Sections 2.15 and 2.14, respectively) in accordance with generally accepted accounting principles and then calculate the Total Profit Share and the allocation of Total Profit Share among plans in accordance with the provisions of this Plan. Such computations and calculations, when certified by the opinion of a firm of independent certified public accountants (selection of which shall be made by the Corporation and must be approved by the shareholders of the Corporation), shall be final and binding on Participants; the collective bargaining representative of such Participants, if any; beneficiaries and the Corporation.

6.03 Administrative Expenses

Administrative expenses of the Plan shall be paid by the Corporation.

6.04 Non-Assignability

Except as provided in Article IV, Section 4.05, to the extent allowed by applicable law, no right or interest of any Participant under this Plan shall be assignable or transferable, in whole or in part, either directly or by operation of law or otherwise, including, without limitation, by execution, levy, garnishment, attachment,

Art. VI, 6.04

pledge, or in any other manner, but excluding devolution by death or mental incompetency; no attempted assignment or transfer thereof shall be effective; and no right or interest of any Participant under this Plan shall be liable for, or subject to, any obligation or liability of such Participant.

6.05 Incapacity

If the Administrator deems any person incapable of receiving any distribution to which such person is entitled under this Plan because such person has not yet reached the age of majority, or because of illness, infirmity, mental incompetency, or other incapacity, it may make payment, for the benefit or the account of such incapacitated person, to any person selected by the Administrator whose receipt thereof shall be a complete settlement thereof. Such payments shall, to the extent thereof, discharge all liability of the Corporation and each other fiduciary with respect to this Plan.

6.06 Notice of Denial

The Administrator shall provide adequate notice, in writing, to any Participant or beneficiary whose request for a distribution or for a distribution in a greater amount under this Plan has been denied setting forth the specific reason or reasons for such denial. The Participant or beneficiary shall be given an opportunity for a full and fair review by the Corporation of the decision denying the request. The Participant will be given a reasonable period of time, to be established by the Corporation from the date of the notice denying such request, within which to request such review.

Art. VII, 7.01

ARTICLE VII
AMENDMENT, MODIFICATION,
SUSPENSION, OR TERMINATION

**7.01 Amendment, Modification, Suspension, or
Termination**

The Corporation reserves the right, by and through its Board of Directors, to amend, modify, suspend, or terminate the Plan including specifically the right prior to making the allocation of contributions, as provided in Article IV, to include as Employees for purposes of the Plan such other employees of the Corporation and its Domestic Consolidated and Non-Consolidated Subsidiaries as the Corporation may specify.

Paragraph 109 Leave

DELPHI CORPORATION

September 18, 2003

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

Attn: Mr. Richard Shoemaker
Vice President and Director
General Motors Department

Dear Mr. Shoemaker:

During the discussions between the parties held in conjunction with completing the Profit Sharing Plan language, the Union requested that all employees on leave under Paragraph 109 of the National Agreement to engage in the business of or to work for the Local Union should be included as eligible participants under such Plan. The Corporation pointed out, however, that certain employees, such as Trustees, Sergeants at Arms and Guides, and any other employees not involved in the in-plant administration of the National Agreement, would not be included in the Plan and would not receive any compensated hours under the Plan while on such leave. Moreover, it is understood that the Local Union will advise Local Management each year, in December, of the name, Social Security number, and job title of each such employee therefore not eligible for benefits under the Profit Sharing Plan.

Very truly yours,

DELPHI CORPORATION

Kevin M. Butler
Vice President
Human Resource Management

Accepted and Approved:

**INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW**

By: Richard Shoemaker

Union Reports

DELPHI CORPORATION

September 18, 2003

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

Attn: Mr. Richard Shoemaker
Vice President and Director
General Motors Department

Dear Mr. Shoemaker:

This will confirm the understanding reached during our recent discussions with the Union regarding the information to be provided to the Union supporting computations made to compute the "Total Profit Share" and "Allocation of the Total Profit Share" to this Plan in the Profit Sharing Plan for Hourly-Rate Employees in the United States (the Profit Sharing Plan).

In these discussions, we advised the Union that for each Plan Year the Corporation would provide the following information:

- A summary report of Sales and Revenues, and Profits, adjusted in accordance with the Profit Sharing Plan, similar to the attached format;
- A report displaying the computation of the Total Profit Share and Allocation of the Total Profit Share to this Plan;
- Annual statement of consolidated income, including the footnotes, which will appear in the financial statements in the Annual Report to stockholders for the Plan Year; and
- A statement of the impact of changes described in the footnotes on U.S. Operations as defined in the Profit Sharing Plan.

Union Reports

The data reported will be certified by the independent public accountants in accordance with the Profit Sharing Plan.

The Corporation will provide the Union with the information described above as soon as practicable after it becomes available.

This understanding has been reached on the basis that the Union will ensure that, until and to the extent the information is made available by the Corporation to the public at large, the information will be disclosed only to those reviewing for the Union the computations related to the Profit Sharing Plan, and neither the Union nor anyone reviewing such information for the Union will make any other disclosure of the information.

Very truly yours,

DELPHI CORPORATION

Kevin M. Butler

Vice President

Human Resource Management

Attachment

Accepted and Approved:

INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: Richard Shoemaker

Union Reports

HOURLY PROFIT SHARING PLAN
Sales and Revenues & Profits, as Defined in the Plan,
for the Year Ended December 31, 20__

(\$ in Millions)

Sales and Revenues

Total U.S. Net Sales and Revenues

Deduct Sales and Revenues of Excluded Subsidiaries and Associates

Sales and Revenues of U.S. Operations as Defined in the Plan

\$ _____
\$ _____
\$ _____
\$ _____

Profits as Defined in the Plan

Net Income in the United States

Add (Deduct):

- Net Income of Excluded Subsidiaries and Associates
- Extraordinary Items
- Income Taxes of U.S. Operations Excluding Non-Consolidated Subsidiaries
- Provision for the Corporation, Consolidated Subsidiaries, and Non-Consolidated Subsidiaries Incentive Programs Applicable to U.S. Operations
- Profit Sharing Accrual

Profits as Defined in the Plan

\$ _____
\$ _____
\$ _____

Union Reports

Portion of Profits as Defined in the Plan	Profits as Defined in the Plan	Profit Sharing Rate %	Total Profit Share
Between 0.0% and 1.8% of Sales and Revenues	\$	6.0	\$
Between 1.8% and 2.3% of Sales and Revenues		8.0	
Between 2.3% and 4.6% of Sales and Revenues		10.0	
Between 4.6% and 6.9% of Sales and Revenues		14.0	
Over 6.9% of Sales and Revenues	\$	17.0	\$
Deduct Portion of Profit Sharing Allocable to Non-Participating Employees			
Profit Sharing Accrual			\$

FASB

DELPHI CORPORATION

September 18, 2003

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

Attn: Mr. Richard Shoemaker
Vice President and Director
General Motors Department

Dear Mr. Shoemaker:

During these negotiations, the Corporation and the Union confirmed their understanding and intent regarding certain provisions of the Profit Sharing Plan.

The Profit Sharing Plan, as initially negotiated and as presently constituted, provides for earnings of domestic unconsolidated subsidiaries included in Plan income to be reflected on an after-tax basis. This treatment for Profit Sharing is consistent with the way Delphi presently accounts for these subsidiaries in its published financial results.

A change in the accounting for majority-owned subsidiaries presently is being considered by the Financial Accounting Standards Board (FASB). The FASB has indicated it intends to issue rules, effective in 1988, which would no longer permit companies to exclude majority-owned "non-homogenous" subsidiaries from a line-by-line consolidation with the parent Corporation. In the event the proposed FASB rule regarding consolidation of majority-owned subsidiaries becomes final, appropriate adjustments will be made to "Profits" and "Sales and Revenues" for the purpose of the Profit Sharing Plan. These adjustments will be made to achieve the same results as would be achieved under the present practice of reporting the after-tax results of unconsolidated subsidiaries (majority-owned "non-homogenous" operations) on a single line basis in the consolidated results of the parent Corporation and of excluding the

FASB

revenues of these subsidiaries. These adjustments, as with all other adjustments presently required to be certified, would be certified by the independent public accountants.

Very truly yours,

DELPHI CORPORATION

Kevin M. Butler

Vice President

Human Resource Management

Accepted and Approved:

INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: Richard Shoemaker

Misc. (Benefits Training and Education)

DELPHI CORPORATION

September 18, 2003

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

Attn: Mr. Richard Shoemaker
Vice President and Director
General Motors Department

Dear Mr. Shoemaker:

During these negotiations, the parties renewed their commitment to provide ongoing training programs for Company and Union Benefit Representatives so as to improve the quality of service provided to hourly employees. The parties also recognized the importance of communications programs aimed at educating employees about their benefits.

It was agreed that such training and education programs will be developed jointly and the cost of developing and implementing such programs properly will be paid from the National Joint Skill Development and Training Fund as approved by the Executive Board for Joint Activities. These include, but are not limited to, the following:

- Joint Delphi-UAW Benefits Training Conference may be scheduled upon approval by the parties.
- Continuing education program for Union Benefit Representatives will be provided by the parties. Training sessions will be scheduled for newly appointed Union Benefit Representatives and Alternates as agreed to by the parties. The sessions will concentrate on areas such as eligibility to receive benefits, description and interpretation of benefit plan provisions, and calculation of benefits.

Misc. (Benefits Training and Education)

- Conduct periodic on-site plant surveys and audits to evaluate training and education needs to improve employee service.
- Ad hoc training meetings on legal developments or other special needs.

Included also are any travel, lodging and living expenses incurred by Company and Union representatives in relation to the above. In addition, the Fund will pay for lost time (eight hours per day base rate plus COLA) of Union Benefit Representatives attending such programs away from their locations. The Company will pay for the time (eight hours per day base rate plus COLA) of alternate Union Benefit Representatives who replace those attending such programs.

Very truly yours,

DELPHI CORPORATION

Kevin M. Butler

Vice President

Human Resource Management

Accepted and Approved:

INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: Richard Shoemaker

Misc. (Improving Benefits Service Through Technology)

DELPHI CORPORATION

September 18, 2003

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

Attn: Mr. Richard Shoemaker
Vice President and Director
General Motors Department

Dear Mr. Shoemaker:

During these negotiations, the parties recognized the need to move ahead with the development of technological applications to improve the quality of service provided to hourly employees.

1. The parties recognized the need to provide the necessary tools to Local Union Benefit Representatives so that they may improve the service they are providing to hourly employees. Local Union Benefit Representatives require basic information that can be accessed quickly in order to confidently and accurately answer many of the questions they receive. Therefore, the parties have designed two systems, the Benefits Data Access and the Benefits WorkStation Access systems, whereby Local Union Benefit Representatives have access to certain data elements from several benefit data systems. These systems provides inquiry only access to Local Union Benefit Representatives who complete a computer training program. Access is limited to information for UAW hourly employees at their particular location.
2. The parties jointly will develop and implement a new benefit documentation feature to the existing systems that will be available to Local Union Benefit Representatives. The Systems will include benefit plan booklets, administrative manuals (where applicable), relevant contract provisions

Misc. (Improving Benefits Service Through Technology)

and appropriate process descriptions. Upon approval by the Executive Board of Joint Activities, the cost of development, hardware and software requirements, conversion of written documentation, and installation and training, will be charged to the National Joint Skill Development and Training Fund. It is contemplated the benefit documentation feature will be implemented during the term of the 2003 Agreement.

3. The parties further agreed to provide hourly employees with web technology in addition to the continued use of a Voice Response System for inquiry and transactions in the Personal Savings Plan.
4. The parties agree to enhance the Benefit Data Access System to provide the Pension Plan survivor coverage election/rejection and the cost of such survivor option. The cost of development and implementation will be charged to the National Joint Skill Development and Training Fund.

In conclusion, during the term of the new Agreement, the parties pledge to carefully consider every opportunity to improve the quality and efficiency in benefits delivery.

Very truly yours,

DELPHI CORPORATION

Kevin M. Butler

Vice President

Human Resource Management

Accepted and Approved:

INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: Richard Shoemaker

NOTES

NOTES

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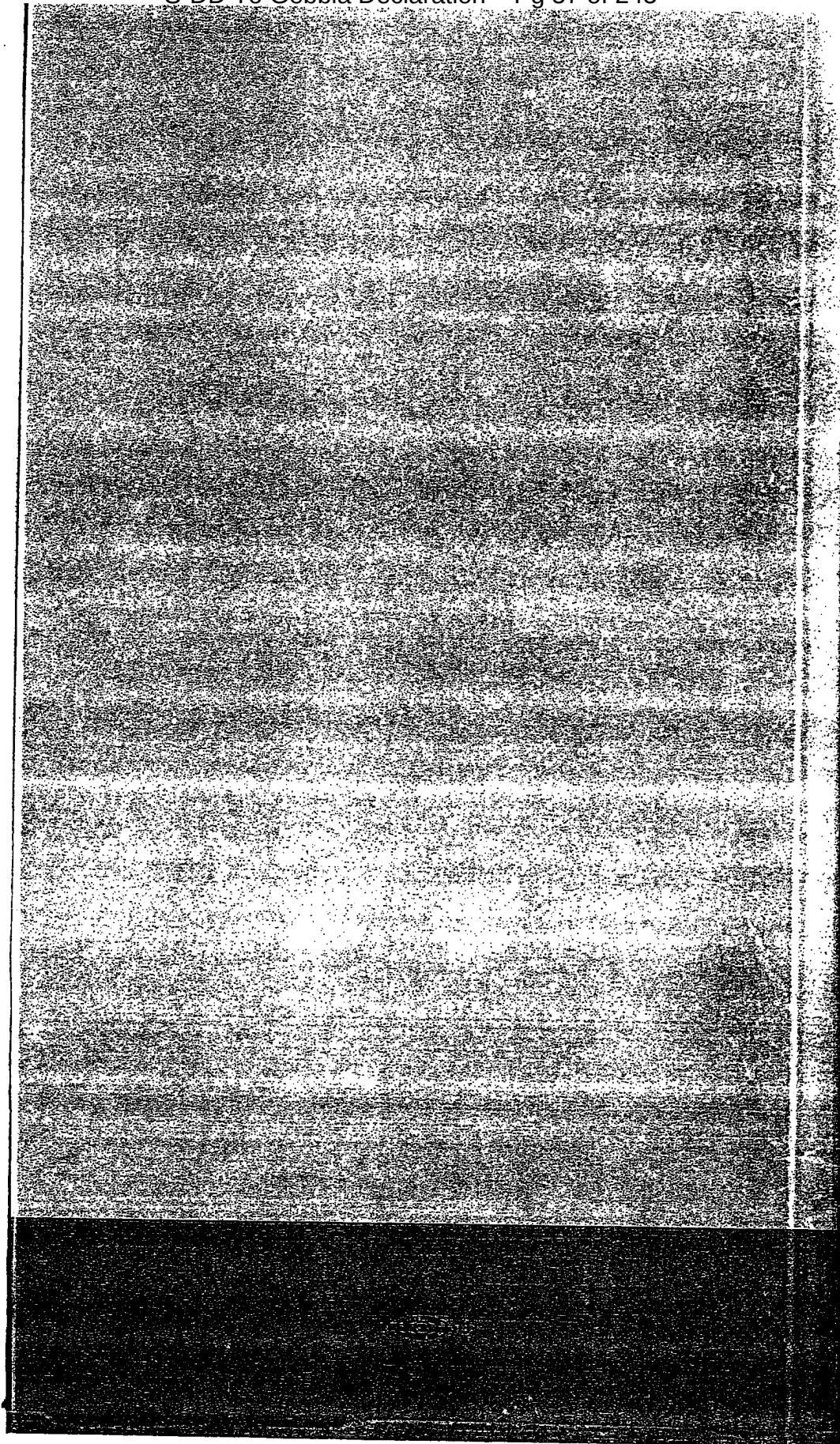


Exhibit T

Supplemental Agreement

Covering

PROFIT SHARING PLAN

Exhibit F

to

AGREEMENT

between

DELPHI CORPORATION

and

IUE-CWA

dated

November 16, 2003

Supplemental Agreement

Covering

PROFIT SHARING PLAN

Exhibit F

to

AGREEMENT

between

DELPHI CORPORATION

and

IUE-CWA

dated

November 16, 2003

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Delphi Corporation and the IUE-CWA
(Profit Sharing Plan)**

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EXHIBIT F
SUPPLEMENTAL AGREEMENT
(Delphi Profit Sharing Plan)

**SUPPLEMENTAL AGREEMENT
(DELPHI PROFIT SHARING PLAN)**

On this 16th day of November, 2003, Delphi Corporation or Delphi, hereinafter referred to as the Corporation, and the IUE-CWA, the Industrial Division of the Communications Workers of America, AFL-CIO, CLC, hereinafter referred to as the Union, on behalf of the employees covered by the Collective Bargaining Agreement of which this Supplemental Agreement becomes a part, agree as follows:

SECTION 1. Establishment of Plan

Subject to the approval of its Board of Directors, the Corporation will establish an amended Profit Sharing Plan for Hourly-Rate Employees in the United States, hereinafter referred to as the "Plan," a copy of which is attached hereto as Exhibit F-1 and made a part of this Agreement to the extent applicable to the employees represented by the Union and covered by this Agreement as if fully set out herein, modified and supplemented, however, by the provisions hereinafter. In the event of any conflict between the provisions of the Plan and the provisions of this Agreement, the provisions of this Agreement will supersede the provisions of the Plan to the extent necessary to eliminate such conflict.

In the event that the Plan is not approved by the Board of Directors of the Corporation, the Corporation, within 30 days after any such disapproval, will give written notice thereof to the Union and this Agreement shall thereupon have no force or effect. In that event, the matters covered by this Agreement shall be the subject of further negotiation between the Corporation and the Union.

F, Sect. 2 (a)

SECTION 2. Administration

(a) Notwithstanding any provision of the Plan, (1) any person who receives a back pay award applicable to an earlier Plan Year as the result of a grievance settlement shall receive after such grievance settlement a payment for the Plan Year to which such back pay award applies in an amount equal to the Participant's Profit Sharing Amount that would have been payable for such earlier Plan Year, based on the Compensated Hours received by such person for such Plan Year, less any Profit Sharing Amount paid previously to such person for such Plan Year, (2) the amount of such payments shall be deducted from the Total Profit Share otherwise allocated to the Plan for the first Plan Year ending after the date of such grievance settlement in which a Total Profit Share is achieved, and (3) any Compensated Hours resulting from a back pay award shall be included as Compensated Hours only for the Plan Year for which the back pay is awarded.

(b) The Union shall be informed of the results of a review of a request by a Participant or beneficiary of a Participant pursuant to Article VI, Section 6.06 of the Plan, provided the Participant is represented by the Union.

(c) Notwithstanding Article II, Section 2.03 of the Plan, and solely for the purpose of determining the amount of any distribution under this Plan, Compensated Hours shall be credited to an employee who is on a leave of absence under Paragraph 92 of the National Agreement if the leave was granted for the purpose of permitting the employee to engage in the business of, or to work for, the Local Union and provided further that each such employee is involved in the in-plant administration of the provisions of such National Agreement. An employee eligible for Compensated Hours pursuant to this provision shall be

F, Sect. 2 (c)

credited with up to 40 hours for each calendar week while on such leave, subject to the annual maximum specified in Article II, Section 2.03 of the Plan, provided the employee meets the requirements of the leave.

SECTION 3. Non-Applicability of Collective Bargaining Agreement Grievance Procedure

(a) No matter respecting the Plan as supplemented by this Agreement or any difference arising thereunder shall be subject to the grievance procedure established in the Collective Bargaining Agreement between the Corporation and the Union.

(b) All computations made by the Corporation to determine Sales and Revenues and Profits (as defined in Article II, Sections 2.15 and 2.14 of the Plan, respectively) when certified by the opinion of a firm of independent certified public accountants (selection of which shall be made by the Corporation and must be approved by the shareholders of the Corporation) as being in accordance with generally accepted accounting principles, and all calculations made by the Corporation to determine the Total Profit Share (as defined in Article II, Section 2.17 of the Plan) when certified by the opinion of the aforementioned independent certified public accountants as being in accordance with the provisions of the Plan, shall be final and binding on the Union, Participants, beneficiaries, and the Corporation.

(c) The Corporation will respond as soon as practicable to reasonable requests from the Union for information regarding the computations made by the Corporation of the Total Profit Share and allocation of the Total Profit Share among plans.

(d) The parties agree to refer any disagreements over the interpretation of the terms of this Agreement or the Plan to a mutually acceptable impartial person for

F, Sect. 3 (d)

resolution. The resolution of any such disagreement by such impartial person shall be final and binding upon the Union, Participants, beneficiaries, and the Corporation. Such impartial person shall not, however, have any authority to determine accounting policies used in the computation of Sales and Revenues, Profits, or the Total Profit Share; or to change the dollar amount of Sales and Revenues, Profits, or the Total Profit Share. The determination of accounting policies (e.g., depreciation, LIFO, expense allocation, etc.), so long as they are within generally accepted accounting principles, remains within the sole discretion of the Corporation, and such determination of accounting policies shall be final and binding upon the Union, Participants, and beneficiaries. The compensation of the impartial person, which shall be in such amount and on such basis as may be determined by the Corporation and the Union, shall be shared equally by the Corporation and the Union.

SECTION 4. Governmental Rulings

(a) The Plan, as set forth in Exhibit F-1, and the Plan as it may be supplemented by superseding provisions of this Agreement, are contingent upon and subject to the Corporation obtaining and retaining from the United States Department of Labor a ruling, satisfactory to the Corporation, holding that no part of any payments made from the Plan are included for purposes of the Fair Labor Standards Act or under comparable state legislation in the regular rate of any Participant.

(b) The Corporation shall apply promptly to the appropriate agency(ies) for the ruling described in subsection (a) of this Section.

(c) Notwithstanding any other provisions of this Agreement or the Plan, the Corporation, with the consent of the Chairman of the Delphi-IUE-CWA

F, Sect. 4 (c)

Automotive Conference Board, may, during the term of this Agreement, make revisions in the Plan not inconsistent with the purposes, structure, and basic provisions thereof which shall be necessary to obtain or retain the ruling referred to in subsection (a) of this Section 4. Any such revisions shall adhere as closely as possible to the language and intent of provisions outlined in this Agreement and the Plan.

SECTION 5. Recovery of Overpayments

If it is determined that any monies paid to an employee under the Delphi-IUE-CWA National Agreement and any Exhibits thereto should not have been paid or should have been paid in a lesser amount, written notice thereof shall be given to such employee, and the employee shall repay the amount of the overpayment.

If the employee fails to repay such amount of overpayment promptly, the Corporation shall recover the amount of such overpayment immediately from any monies then payable, or which may become payable, to the employee in the form of wages or benefits payable under the Delphi-IUE-CWA National Agreement and any Exhibits thereto; except that, not more than 50% of any Profit Sharing Amount to which a Participant otherwise may be entitled shall be subject to any such recovery.

SECTION 6. Duration of Agreement

This Agreement and Plan as modified and supplemented by this Agreement shall continue in effect until the termination of the Collective Bargaining Agreement of which this is a part.

Notwithstanding termination of this Agreement and Plan, any Total Profit Share that otherwise would accrue for calendar year 2007 will be allocated, distributed, and administered in accordance with the provisions of this Agreement and the Plan.

F, Sect. 6

In witness hereof, the parties hereto have caused this Agreement to be executed the day and year first above written.

**IUE-CWA, the Industrial
Division of the Communications
Workers of America,
AFL-CIO, CLC**

EDWARD L. FIRE
JAMES D. CLARK
MICHAEL J. BINDAS
DENNY THOMAS
ROBERT L. SUTTON
VIRGINIA L. BAILEY
NICK BORDER
STEVE LYKINS
HENRY REICHARD
WILLIAM C. THORPE
STEPHEN E. TRENT
TODD M. VIARS
ISA SHABAZZ
EDWARD KARECKI
ANTHONY G. RUSSELL
AARON C. JAMES
LARRY PHILLIPS
RONNIE L. HARDY
GARY REISER
DONALD O. ARBOGAST
ZEBTON WELLS
TEDDY WASHINGTON
ALVIN LYONS
B. KEITH HAMMOND
DAVID HEIZER
RON GILVIN
MICHAEL C. PALMER
ERSKINE G. PAINTER V
TODD T. WHARTON

**Delphi
Corporation**

J. T. BATTENBERG, III
ALAN DAWES
MARK R. WEBER
DAVE WOHLLEN
DON RUNKLE
RODNEY O'NEAL
KEVIN M. BUTLER
JIM SPENCER
GUY HACHEY
JIM BERTRAND
RALPH HANDLEY
STEVEN L. GEBBIA
DARRELL E. KIDD
BERNARD J. QUICK
MARK CASHDOLLAR
ROB GERLING
ED GOETTL
JUDY MATZELLE
D. SCOTT MITCHELL
M. BETH SAX
FRANCIS KUPLICKI
SCOTT HARRIS
DAVID BOOKIN
MICHAEL S. FLIGSTEIN
THOMAS SMITH
DALE JOHNSON
DAVE CAIROLI
SALVATORE GALANTE, M.D.
KARL BOSSUNG
RICH BALGENORTH
STEPHANIE DAMERON-CLARK
JOHN L. DEMARCO
DEBORAH DOUGLAS
PAT McDONALD
BRENDA PAGE
JAMES M. PETRIE
DAVE PETTYES

**IUE-CWA, the Industrial
Division of the Communications
Workers of America,
AFL-CIO, CLC**

**Delphi
Corporation**

CHARLES RUCKER
SHARON SMITH
RICHARD F. SOMOGYI
BRIAN STUDER
MARK WINFIELD
KAREN ZIMMER
RENEE ATKINSON
CHRISTINE DARBY
SHARON DELEZENNE
DEANNA DOROGY
DEBORAH FRANCE
LAURA HARDY
BEVERLY HUMPHREY
NANCY JULIUS
LESLEY MARCOTT
MARK PIERCE
DENNIS RIPPEL
LUCE RUBIO
MICHELLE TRIMBLE
LAWANDA WHITE
MELINDA WILEY
CRISTINA ZATEK

**IUE-CWA, the Industrial
Division of the Communications
Workers of America,
AFL-CIO, CLC**

**Delphi
Corporation**
HARRY W. WAGNER II
JIM FENNEL
MARLANE BENGRY
MELVIN RYAN
ALLAN WICHMANN
STEVEN OSTASIEWSKI
TOM MUNLEY
MATTHEW CHAFFIN
LYNN MOODY
LARRY JOHNSON
ROBERT MERKICH
CURTIS WEAKLEY
GWENDOLYN GAYDEN
DAPHNE HENRY
EMILEE A. CHAHINE
DIANE A. PROKOP

EXHIBIT F-1
THE DELPHI
PROFIT SHARING PLAN
FOR HOURLY-RATE EMPLOYEES
IN THE UNITED STATES

Art. 1

ARTICLE I
ESTABLISHMENT AND EFFECTIVE
DATE OF PROFIT SHARING PLAN

1.01 Establishment of Plan

Delphi Corporation hereby establishes The Delphi Profit Sharing Plan for Hourly-Rate Employees in the United States (hereinafter referred to as the Plan).

1.02 Effective Date of the Plan

The Plan shall become effective January 1, 2004, except as otherwise may be provided herein. The Delphi Agreement dated November 14, 1999 shall remain in effect until December 31, 2003, and shall govern distribution in 2004, based on any profits in 2003.

ARTICLE II
DEFINITION OF TERMS

The following definitions will apply to all words and phrases capitalized in the text which follows.

2.01 "Administrator"

Administrator means Delphi Corporation. The Administrator's address is 5825 Delphi Drive, Mail Code 480-410-104, Troy, MI 48098.

2.02 "Associate"

Associate means a non-consolidated joint venture in which the capital investment of the Corporation, either directly or indirectly, is between 20% and 50%, inclusive.

Art. II, 2.03(a)

2.03 "Compensated Hours"

(a) Compensated Hours means all hours, not in excess of 1,850 hours in any Plan Year, for which a Participant who is eligible to receive a distribution for a Plan Year received pay from the Corporation with respect to hourly-rate employment in U.S. Operations during the Plan Year on or after an Employee's date of enrollment. The term shall include hours for which a Participant who is eligible to receive a distribution for a Plan Year receives base pay, overtime (with each hour paid at premium rates to be counted as one hour), vacation entitlement, holiday pay, bereavement pay, jury duty pay, short-term military duty pay, and call-in pay; provided, however, no hours shall be duplicated because of payment under more than one category. The term shall not include hours compensated in any other form (e.g., Cost-of-Living Allowance, night-shift premium, seven-day premium, incentive pay, moving allowance, supplemental unemployment benefit payments under the Corporation's Supplemental Unemployment Benefit Plan [including automatic short week benefit payments] or Guaranteed Income Stream Benefit Plan, suggestion awards, tool allowances, imputed income, sickness and accident benefits, extended disability benefits, and allocations under this Plan).

(b) The term Compensated Hours shall include, for a Participant who otherwise is eligible to receive a distribution for a Plan Year, 40 hours for each complete calendar week during such Plan Year that the Participant is on an approved sick leave of absence and for such complete calendar week has received Workers' Compensation payments from the Corporation as the result of a totally disabling occupational injury or disease under any Workers' Compensation law or act or any occupational disease, law, or act, provided:

Art. II, 2.03(b)(i)

(i) the Participant otherwise would have been scheduled to work all hours during such complete calendar week(s); and

(ii) the Participant is actively at work for the Corporation during at least one complete calendar week in the Plan Year; and

(iii) during the Plan Year, or prior thereto, the Corporation has for such calendar week(s) either voluntarily paid Workers' Compensation benefits or failed to appeal the adverse determination of an applicable state agency or court awarding payment of Workers' Compensation benefits.

A Participant shall not receive credit for Compensated Hours applicable to any prior Plan Year as the result of a decision of an applicable state agency or court awarding benefits retroactively for periods during any prior Plan Year.

2.04 "Consolidated Subsidiary"

Consolidated Subsidiary means, for any Plan Year, any Subsidiary, the accounts of which are consolidated with those of the Corporation in the Statement of Consolidated Income and Consolidated Balance Sheet of the Corporation for such Plan Year.

2.05 "Corporation"

Corporation means Delphi Corporation.

2.06 "Domestic"

Domestic means, with respect to any Consolidated Subsidiary or Non-Consolidated Subsidiary, any such Subsidiary that is incorporated and derives more than 50% of its revenue from activities carried on or located within the United States.

Art. II, 2.07(a)

2.07 "Employee"

Employee means

(a) any person regularly employed in the United States by U.S. Operations of the Corporation on an hourly-rate basis, including:

(1) hourly-rate persons employed on a full-time basis;

(2) part-time hourly-rate employees who, on a regular and continuing basis, perform jobs having definitely established working hours, but the complete performance of which requires fewer hours of work than the regular workweek, provided the services of such employees are normally available for at least half of the employing unit's regular workweek;

(b) The term "Employee" shall not include employees represented by a labor organization which has not signed an agreement making the Plan applicable to such employees.

(c) The term "Employee" shall not include leased employees as defined under Section 414(n) of the Internal Revenue Code.

(d) The term "employee" shall not include contract employees, bundled services employees, consultants, or other similarly situated individuals, or individuals who have represented themselves to be independent contractors.

The following classes of individuals are ineligible to participate in this Plan, regardless of any other Plan terms to the contrary, and regardless of whether the individual is a common-law employee of the Corporation:

(1) Any individual who provides services to the Corporation where there is an agreement with a separate company under which the services are provided. Such

Art. II, 2.07(d)(1)

individuals are commonly referred to by the Corporation as "contract employees" or "bundled-services employees";

(2) Any individual who has signed an independent contractor agreement, consulting agreement, or other similar personal service contract with the Corporation;

(3) Any individual who both (a) is not included in any represented bargaining unit and (b) who the Corporation classifies as an independent contractor, consultant, contract employee, or bundled-services employee during the period the individual is so classified by the Corporation.

The purpose of this provision is to exclude from participation all persons who may actually be common-law employees of the Corporation, but who are not paid as though they were employees of the Corporation, regardless of the reason they are excluded from the payroll, and regardless of whether that exclusion is correct.

2.08 "Investment"

Investment means a company in which the Corporation has less than a 20% ownership.

2.09 "Non-Consolidated Subsidiary"

Non-Consolidated Subsidiary means, for any Plan Year, any Subsidiary which is not a Consolidated Subsidiary for such Plan Year.

2.10 "Participant"

Participant means an Employee who, at any time during a Plan Year, has been enrolled in the Plan in accordance with Article III and is eligible to receive a Profit Sharing Amount for such Plan Year.

Art. II, 2.11

2.11 "Plan"

Plan means The Delphi Profit Sharing Plan for Hourly-Rate Employees in the United States.

2.12 "Plan Year"

Plan Year means the 12-month period beginning on January 1 and ending on December 31.

2.13 "Profit Sharing Amount"

Profit Sharing Amount means the portion of the Total Profit Share allocated to a Participant.

2.14 "Profits"

Profits means income earned by U.S. Operations before income taxes and "extraordinary" items (with "extraordinary" defined as under generally accepted accounting principles). Profits are before any profit sharing charges are deducted.

Profits also are before incentive program charges for U.S. Operations, including (i) Delphi Corporation, (ii) Consolidated Subsidiaries, and (iii) Non-Consolidated Subsidiaries. Excluded from Profits are any profits (or losses) derived from non-U.S. Subsidiaries of U.S. Operations and any dividends received from non-U.S. Subsidiaries. Income from non-consolidated U.S. Operations shall be included on an after-tax basis.

2.15 "Sales and Revenues"

Sales and Revenues means the total net sales and revenues of Delphi U.S. Operations for such Plan Year.

2.16 "Subsidiary"

Subsidiary means a corporation, a majority of the voting stock of which is owned, directly or indirectly, by the Corporation.

Art. II, 2.17

2.17 "Total Profit Share"

Total Profit Share means an obligation of the Corporation for any Plan Year in an amount equal to the sum of:

- (a) 6% of the portion of the Profits for such Plan Year which exceeds 0.0% of Sales and Revenues for such Plan Year but does not exceed 1.8% of Sales and Revenues;
- (b) 8% of the portion of the Profits for such Plan Year which exceeds 1.8% of Sales and Revenues for such Plan Year but does not exceed 2.3% of Sales and Revenues;
- (c) 10% of the portion of the Profits for such Plan Year which exceeds 2.3% of Sales and Revenues for such Plan Year but does not exceed 4.6% of Sales and Revenues;
- (d) 14% of the portion of the Profits for such Plan Year which exceeds 4.6% of Sales and Revenues for such Plan Year but does not exceed 6.9% of Sales and Revenues; and
- (e) 17% of the portion of the Profits for such Plan Year which exceeds 6.9% of Sales and Revenues for such Plan Year.

In any Plan Year in which a Total Profit Share is achieved, the minimum Total Profit Share will be \$50 multiplied by the total number of participants eligible for a distribution for the Plan Year under this Plan or under a similar plan established by the Corporation or would be eligible under a similar plan.

2.18 "U.S. Operations"

U.S. Operations means all operations of the Corporation and its Domestic Subsidiaries, both consolidated and non-consolidated, in the financial statements included in

Art. II, 2.18

the Delphi Annual Report that carry on business primarily in the United States. The term excludes (1) the following U.S. incorporated subsidiaries and their employees whose operations are primarily involved in business outside the United States: Delphi Automotive Systems (Holdings), Inc.; Delphi Automotive Systems International, Inc.; Delphi International Services, Inc. (Delaware); Delphi Corporation (Delaware); and any other subsidiaries that may qualify in the future, (2) Associates, and (3) Investments.

ARTICLE III

ENROLLMENT

3.01 Enrollment

An Employee will be enrolled in the Plan on the later of (a) the date upon which the employee meets the Plan definition of Employee, Section 2.07, or (b) the date on which this Plan first becomes applicable to the unit in which such person is employed, provided the person remains employed on such date.

ARTICLE IV

ALLOCATION AND DISTRIBUTION

4.01 Allocation of the Total Profit Share to this Plan

The Total Profit Share for the Plan Year is to be allocated to this Plan in the proportion that (a) the number of Participants in this Plan entitled to a distribution for the Plan Year bears to (b) the total number of all hourly-rate employees and non-executive salaried employees of the U.S. Operations and other persons who are entitled to a distribution for the Plan Year under this Plan or under a similar plan or would be entitled under a similar plan.

Art. IV, 4.02

4.02 Allocation of Profit Sharing Amount to Participants

The portion of the Total Profit Share for the Plan Year allocated to this Plan in accordance with Section 4.01 will be allocated to each Participant entitled to a distribution for the Plan Year in the proportion that (a) the Participant's Compensated Hours for the Plan Year bears to (b) the total Compensated Hours of all Participants in this Plan entitled to a distribution for the Plan Year.

4.03 When Profit Sharing Amounts are Allocated and Distributed

(a) Commencing with the 2003 Plan Year and as soon as administratively feasible, but in no event later than the third month following the end of the Plan Year, the Profit Sharing Amount will be allocated and distributed to each eligible Participant pursuant to this Article IV. The Corporation shall deduct from the amount of any such distribution to a Participant (or beneficiary) any amount required to be deducted, by reason of any law or regulation, for payment of taxes or other payments to any federal, state, or local government. Each distribution shall be accompanied by a statement showing the computation of such Participant's Profit Sharing Amount. Withholding tax obligations of the Corporation with respect to any such distribution will be satisfied as determined by the Administrator of the Plan. In determining the amount of any applicable tax, the computation of which takes personal exemptions into account, the Corporation shall be entitled to rely on the official form filed with the Corporation for purposes of income tax withholding. No interest shall be payable with respect to any such distribution.

(b) In lieu of receiving a distribution in cash pursuant to subsection (a) of this Section 4.03, each

Art. IV, 4.03(b)

Participant entitled to a distribution for any Plan Year that is in excess of the minimum Total Profit Share as defined in Article II, Section 2.17, other than a Participant whose employment terminated prior to distribution of such Profit Sharing Amounts, may elect to have the Corporation contribute to the Participant's account under The Delphi Personal Savings Plan for Hourly-Rate Employees in the United States an amount up to 100%, in multiples of 1% of such distribution, provided such amount is not in excess of the maximum amount permitted under Section 415 of the Code. Such election shall be filed at such time and in such manner as the Administrator shall determine and will remain continuously in effect until changed by the Employee. If the Administrator does not receive an election from a Participant on or before the date established by the Administrator for submission of such elections for the applicable Plan Year, the Participant's Profit Sharing Amount for the Plan Year shall be distributed to the Participant.

(c) Any amounts elected to be deferred by a Participant pursuant to Section 4.03(b) of this Article IV which cannot be deferred as a result of the application of Section 415 of the Code shall be distributed to the Participant.

(d) Notwithstanding Section 6.04 of the Plan, in the event the Corporation is legally obligated to pay a tax levy, child support, or similar legal obligations to any third party, no election made by the Participant to defer a Profit Sharing Amount pursuant to Section 4.03(b) shall be effective. To the extent necessary and/or available, the legally required payment will be deducted from the Participant's Profit Sharing Amount and paid to the applicable third party.

Art. IV, 4.04

4.04 To Whom Profit Sharing Amounts are Distributed

In addition to Participants who are on the active roll at the end of the Plan Year, the Profit Sharing Amount for the Plan Year, if any, will be paid to otherwise eligible (1) Participants on layoff or leave of absence, including sick leave, at the end of the Plan Year, (2) Participants who retired during the Plan Year, and (3) beneficiaries of Participants who died during the Plan Year. Employees who terminated during the Plan Year for any reason other than death, retirement, or any voluntary termination of employment program shall not be eligible for a distribution for the Plan Year. The amount of any such distribution shall be determined in accordance with Section 4.02 of this Article IV.

Distribution of a Profit Sharing Amount will be made only to a Participant. However, if the Participant is deceased at the time of distribution, the distribution will be made to the beneficiary or beneficiaries designated by the Participant pursuant to Article V.

4.05 Overpayments and Underpayments

(a) No amount allocated to a Participant entitled to a distribution for a Plan Year under this Plan may be increased or decreased in a subsequent Plan Year except in the event it shall be determined an error in excess of \$3 was made in the computation of any Profit Sharing Amount for any Plan Year. Such error shall be handled as follows:

(i) If such Participant's Profit Sharing Amount (correctly determined) was greater than the amount paid to such Participant by an amount in excess of \$3, the deficiency shall be paid to such Participant within 60 days after such determination.

(ii) If such Participant's Profit Sharing Amount (correctly determined) was less than the amount paid to

Art. IV, 4.05(a)(ii)

such Participant by an amount in excess of \$3, written notice thereof shall be mailed to such Participant receiving such Profit Sharing Amount and the Participant shall return the amount of such overpayment to the Corporation; provided, however, that no such repayment shall be required if notice has not been given within 120 days from the date on which the overpayment was made. If such Participant shall fail to return such amount promptly, the Corporation shall make an appropriate deduction or deductions from any monies then payable, or which may become payable, by the Corporation to the employee in the form of wages or future payments under this Plan; provided, however, that any such deduction shall not exceed \$30 from any one paycheck, but any such deduction from subsequent payments under the Plan shall not be limited.

(b) The Corporation shall make an appropriate deduction or deductions from any future benefit payment or payments payable to the Participant under this Plan for the purpose of recovering overpayments made to the Participant in the form of wages or under any Delphi benefit plan. Amounts so deducted shall be remitted to the Corporation or the benefit plan, as applicable. The Corporation, by such remittance, shall be relieved of any further liability to the Participant with respect to such payments under this Plan.

4.06 Benefit Drafts Not Presented

Unless prevented by law, the amount of any payment made to a Participant under the Plan, but not claimed by the Participant prior to December 31 of the Plan Year following the date of such payment, shall be added to the portion of the Total Profit Share next allocated to this Plan. In this event, such Participant shall have no further entitlement to such payment.

Art. V, 5.01

ARTICLE V OTHER PROVISIONS

5.01 Designation of Beneficiaries in Event of Death

A Participant shall be deemed to have designated as beneficiary or beneficiaries under this Plan the person or persons who receive the Participant's life insurance proceeds under the Corporation's Life and Disability Benefits Program for Hourly Employees unless such Participant shall have assigned such life insurance, in which case the Profit Sharing Amount will be paid to the estate of the Participant unless such Participant has submitted, in writing, a different beneficiary or beneficiaries to the Plan Administrator.

A beneficiary or beneficiaries will receive, in the event of the Participant's death, all or part of the Profit Sharing Amount of the Participant in accordance with the applicable designation. If the Corporation shall be in doubt as to the right of any beneficiary to receive any Profit Sharing Amount, the Corporation may deliver such Profit Sharing Amount to the estate of the Participant, in which case the Corporation shall not have any further liability to anyone.

ARTICLE VI ADMINISTRATION

6.01 Administrative Responsibility

The Corporation will have full power and authority to construe, interpret, and administer this Plan and to pass upon and decide cases presenting claims in conformity with the objectives of the Plan and under such rules as it may establish from time to time. Decision of the Corporation will be final and binding upon any of its employees.

Art. VI, 6.02

6.02 Certification by Independent Certified Public Accountants

The Corporation will compute Sales and Revenues and Profits (as defined in Article II, Sections 2.15 and 2.14, respectively) in accordance with generally accepted accounting principles and then calculate the Total Profit Share and the allocation of Total Profit Share among plans in accordance with the provisions of this Plan. Such computations and calculations, when certified by the opinion of a firm of independent certified public accountants (selection of which shall be made by the Corporation and must be approved by the shareholders of the Corporation), shall be final and binding on Participants; the collective bargaining representative of such Participants, if any; beneficiaries and the Corporation.

6.03 Administrative Expenses

Administrative expenses of the Plan shall be paid by the Corporation.

6.04 Non-Assignability

Except as provided in Article IV, Section 4.05, to the extent allowed by applicable law, no right or interest of any Participant under this Plan shall be assignable or transferable, in whole or in part, either directly or by operation of law or otherwise, including, without limitation, by execution, levy, garnishment, attachment, pledge, or in any other manner, but excluding devolution by death or mental incompetency; no attempted assignment or transfer thereof shall be effective; and no right or interest of any Participant under this Plan shall be liable for, or subject to, any obligation or liability of such Participant.

Art. VI, 6.05

6.05 Incapacity

If the Administrator deems any person incapable of receiving any distribution to which such person is entitled under this Plan because such person has not yet reached the age of majority, or because of illness, infirmity, mental incompetency, or other incapacity, it may make payment, for the benefit or the account of such incapacitated person, to any person selected by the Administrator whose receipt thereof shall be a complete settlement thereof. Such payments shall, to the extent thereof, discharge all liability of the Corporation and each other fiduciary with respect to this Plan.

6.06 Notice of Denial

The Administrator shall provide adequate notice, in writing, to any Participant or beneficiary whose request for a distribution or for a distribution in a greater amount under this Plan has been denied setting forth the specific reason or reasons for such denial. The Participant or beneficiary shall be given an opportunity for a full and fair review by the Corporation of the decision denying the request. The Participant will be given a reasonable period of time, to be established by the Corporation from the date of the notice denying such request, within which to request such review.

ARTICLE VII

AMENDMENT, MODIFICATION, SUSPENSION, OR TERMINATION

7.01 Amendment, Modification, Suspension, or Termination

The Corporation reserves the right, by and through its Board of Directors, to amend, modify, suspend, or terminate the Plan including specifically the right prior

Art. VII, 7.01

to making the allocation of contributions, as provided in Article IV, to include as Employees for purposes of the Plan such other employees of the Corporation and its Domestic Consolidated and Non-Consolidated Subsidiaries as the Corporation may specify.

Paragraph 92 Leave

DELPHI CORPORATION

November 16, 2003

Mr. James D. Clark
Chairman, IUE-CWA
Automotive Conference Board
IUE-CWA, the Industrial Division
of the Communications Workers
of America, AFL-CIO, CLC
2360 West Dorothy Lane, Suite 201
Dayton, Ohio 45439

Attn: Mr. James D. Clark
Delphi-IUE-CWA Automotive Conference Board

Dear Mr. Clark:

During the discussions between the parties held in conjunction with completing the Profit Sharing Plan language, the Union requested that all employees on leave under Paragraph 92 of the National Agreement to engage in the business of, or to work for, the Local Union should be included as eligible participants under such Plan. The Corporation pointed out, however, that certain employees not involved in the in-plant administration of the National Agreement would not be included in the Plan and would not receive any compensated hours under the Plan while on such leave. Moreover, it is understood that the Local Union will advise Local Management each year, in December, of

Paragraph 92 Leave

the name, Social Security number, and job title of each such employee therefore not eligible for benefits under the Profit Sharing Plan.

Very truly yours,

DELPHI CORPORATION

Kevin M. Butler
Vice President
Human Resource Management

Accepted and Approved:

IUE-CWA, The Industrial Division
of the Communications Workers
of America, AFL-CIO, CLC

By: James D. Clark

Union Reports

DELPHI CORPORATION

November 16, 2003

Mr. James D. Clark
Chairman, IUE-CWA
Automotive Conference Board
IUE-CWA, the Industrial Division
of the Communications Workers
of America, AFL-CIO, CLC
2360 West Dorothy Lane, Suite 201
Dayton, Ohio 45439

Attn: Mr. James D. Clark
Delphi-IUE-CWA Automotive Conference Board

Dear Mr. Clark:

This will confirm the understanding reached during our recent discussions with the Union regarding the information to be provided to the Union supporting computations made to compute the "Total Profit Share" and "Allocation of the Total Profit Share" to this Plan in the Profit Sharing Plan for Hourly-Rate Employees in the United States (the Profit Sharing Plan).

In these discussions, we advised the Union that for each Plan Year the Corporation would provide the following information:

- A summary report of Sales and Revenues, and Profits, adjusted in accordance with the Profit Sharing Plan, similar to the attached format;
- A report displaying the computation of the Total Profit Share and Allocation of the Total Profit Share to this Plan;
- Annual statement of consolidated income, including the footnotes, which will appear in the financial statements in the Annual Report to stockholders for the Plan Year; and
- A statement of the impact of changes described in the footnotes on U.S. Operations as defined in the Profit Sharing Plan.

Union Reports

The data reported will be certified by the independent public accountants in accordance with the Profit Sharing Plan.

The Corporation will provide the Union with the information described above as soon as practicable after it becomes available.

This understanding has been reached on the basis that the Union will ensure that, until and to the extent the information is made available by the Corporation to the public at large, the information will be disclosed only to those reviewing for the Union the computations related to the Profit Sharing Plan, and neither the Union nor anyone reviewing such information for the Union will make any other disclosure of the information.

Very truly yours,

DELPHI CORPORATION

Kevin M. Butler
Vice President
Human Resource Management

Attachment

Accepted and Approved:

IUE-CWA, The Industrial Division
of the Communications Workers
of America, AFL-CIO, CLC

By: James D. Clark

Union Reports

DELPHI HOURLY PROFIT SHARING PLAN
Sales and Revenues & Profits, as Defined
in the Plan, for the Year Ended December 31, 20__
(\$ in Millions)

Sales and Revenues

Total U.S. Net Sales and Revenues

Deduct Sales and Revenues of Excluded Subsidiaries and Associates

Sales and Revenues of U.S. Operations as Defined in the Plan

\$
\$
\$
\$

Profits as Defined in the Plan

Net Income in the United States

Add (Deduct):

- Net Income of Excluded Subsidiaries and Associates
- Extraordinary Items
- Income Taxes of U.S. Operations Excluding Non-Consolidated Subsidiaries
- Provision for the Corporation, Consolidated Subsidiaries, and Non-Consolidated Subsidiaries Incentive Programs Applicable to U.S. Operations
- Profit Sharing Accrual

Profits as Defined in the Plan

\$

Union Reports

Portion of Profits as Defined in the Plan	Profits as Defined in the Plan	Profit Sharing Rate %	Total Profit Share
Between 0.0% and 1.8% of Sales and Revenues	\$	6.0	\$
Between 1.8% and 2.3% of Sales and Revenues		8.0	
Between 2.3% and 4.6% of Sales and Revenues		10.0	
Between 4.6% and 6.9% of Sales and Revenues		14.0	
Over 6.9% of Sales and Revenues	\$	17.0	\$
Deduct Portion of Profit Sharing Allocable to Non-Participating Employees			
Profit Sharing Accrual			

FASB

DELPHI CORPORATION

November 16, 2003

Mr. James D. Clark
Chairman, IUE-CWA
Automotive Conference Board
IUE-CWA, the Industrial Division
of the Communications Workers
of America, AFL-CIO, CLC
2360 West Dorothy Lane, Suite 201
Dayton, Ohio 45439

Attn: Mr. James D. Clark
Delphi-IUE-CWA Automotive Conference Board

Dear Mr. Clark:

During these negotiations, the Corporation and the Union confirmed their understanding and intent regarding certain provisions of the Profit Sharing Plan.

The Profit Sharing Plan, as initially negotiated and as presently constituted, provides for earnings of domestic unconsolidated subsidiaries included in Plan income to be reflected on an after-tax basis. This treatment for Profit Sharing is consistent with the way Delphi presently accounts for these subsidiaries in its published financial results.

A change in the accounting for majority-owned subsidiaries presently is being considered by the Financial Accounting Standards Board (FASB). The FASB has indicated it intends to issue rules, effective in 1988, which would no longer permit companies to exclude majority-owned "non-homogenous" subsidiaries from a line-by-line consolidation with the parent Corporation. In the event the proposed FASB rule regarding consolidation of majority-owned subsidiaries becomes final, appropriate adjustments will be made to "Profits" and "Sales and Revenues" for the purpose of the Profit Sharing Plan. These adjustments will be made to achieve the same results as would be achieved under the present practice of reporting the after-tax results of unconsolidated

FASB

subsidiaries (majority-owned "non-homogenous" operations) on a single line basis in the consolidated results of the parent Corporation and of excluding the revenues of these subsidiaries. These adjustments, as with all other adjustments presently required to be certified, would be certified by the independent public accountants.

Very truly yours,

DELPHI CORPORATION

Kevin M. Butler
Vice President
Human Resource Management

Accepted and Approved:

IUE-CWA, The Industrial Division
of the Communications Workers
of America, AFL-CIO, CLC

By: James D. Clark

Misc. (Benefits Training and Education)

DELPHI CORPORATION

November 16, 2003

Mr. James D. Clark
Chairman, IUE-CWA
Automotive Conference Board
IUE-CWA, the Industrial Division
of the Communications Workers
of America, AFL-CIO, CLC
2360 West Dorothy Lane, Suite 201
Dayton, Ohio 45439

Attn: Mr. James D. Clark
Delphi-IUE-CWA Automotive Conference Board

Dear Mr. Clark:

During these negotiations, the parties renewed their commitment to provide ongoing training programs for Company and Union Benefit Representatives so as to improve the quality of service provided to hourly employees. The parties also recognized the importance of communications programs aimed at educating employees about their benefits.

It was agreed that such training and education programs will be developed jointly, and the cost of developing and implementing such programs properly will be paid from the National Joint Skill Development and Training Fund as approved by the National Committee. These include, but are not limited to, the following:

- The annual joint Delphi-IUE-CWA Benefits Training Conference.

Continuing education program for Union Benefit Representatives will be provided by the parties. Training sessions will be scheduled for newly appointed Union Benefit Representatives and Alternates as agreed to by the parties. The sessions will concentrate on areas such as eligibility to receive benefits, description and

Misc. (Benefits Training and Education)

interpretation of benefit plan provisions, and calculation of benefits.

- Conduct periodic on-site plant surveys and audits to evaluate training and education needs to improve employee service.
- Ad hoc training meetings on legal developments or other special needs.

Included also are any travel, lodging, and living expenses incurred by Company and Union representatives in relation to the above. In addition, the Fund will pay for lost time (eight hours per day base rate plus COLA) of Union Benefit Representatives attending such programs away from their locations. The Company will pay for the time (eight hours per day base rate plus COLA) of alternate Union Benefit Representatives who replace those attending such programs.

Very truly yours,

DELPHI CORPORATION

Kevin M. Butler
Vice President
Human Resource Management

Accepted and Approved:

IUE-CWA, The Industrial Division
of the Communications Workers
of America, AFL-CIO, CLC

By: James D. Clark

Misc. (Improving Benefits Service Through Technology)

DELPHI CORPORATION

November 16, 2003

Mr. James D. Clark
Chairman, IUE-CWA
Automotive Conference Board
IUE-CWA, the Industrial Division
of the Communications Workers
of America, AFL-CIO, CLC
2360 West Dorothy Lane, Suite 201
Dayton, Ohio 45439

Attn: Mr. James D. Clark
Delphi-IUE-CWA Automotive Conference Board

Dear Mr. Clark:

During these negotiations, the parties recognized the need to move ahead with the development of technological applications to improve the quality of service provided to hourly employees.

1. The parties recognized the need to provide the necessary tools to Local Union Benefit Representatives so that they may improve the service they are providing to hourly employees. Local Union Benefit Representatives require basic information that can be accessed quickly in order to confidently and accurately answer many of the questions they receive. Therefore, the parties have designed two systems, the Benefits Data Access and the Benefits WorkStation Access systems, whereby Local Union Benefit Representatives have access to certain data elements from several benefit data systems. These systems provide inquiry only access to Local Union Benefit Representatives who complete a computer training program. Access is limited to information for IUE-CWA hourly employees at their particular location.
2. The parties jointly will develop and implement a new benefit documentation feature to the existing systems that will be available to Local Union Benefit Representatives. The Systems will include

Misc. (Improving Benefits Service Through Technology)

benefit plan booklets, administrative manuals (where applicable), relevant contract provisions and appropriate process descriptions. Upon approval by the Executive Board of Joint Activities, the cost of development, hardware and software requirements, conversion of written documentation, and installation and training, will be charged to the National Joint Skill Development and Training Fund. It is contemplated the benefit documentation feature will be implemented during the term of the 2003 Agreement.

3. The parties further agreed to provide hourly employees with web technology in addition to the continued use of a Voice Response System for inquiry and transactions in the Personal Savings Plan.
4. The parties agree to enhance the Benefit Data Access System to provide the pension Plan survivor coverage election/rejection and the cost of such survivor option. The cost of development and implementation will be charged to the National Joint Skill Development and Training Fund.

In conclusion, during the term of the new Agreement, the parties pledge to carefully consider every opportunity to improve the quality and efficiency in benefits delivery.

Very truly yours,

DELPHI CORPORATION

Kevin M. Butler
Vice President
Human Resource Management

Accepted and Approved:

IUE-CWA, The Industrial Division
of the Communications Workers
of America, AFL-CIO, CLC

By: James D. Clark

NOTES

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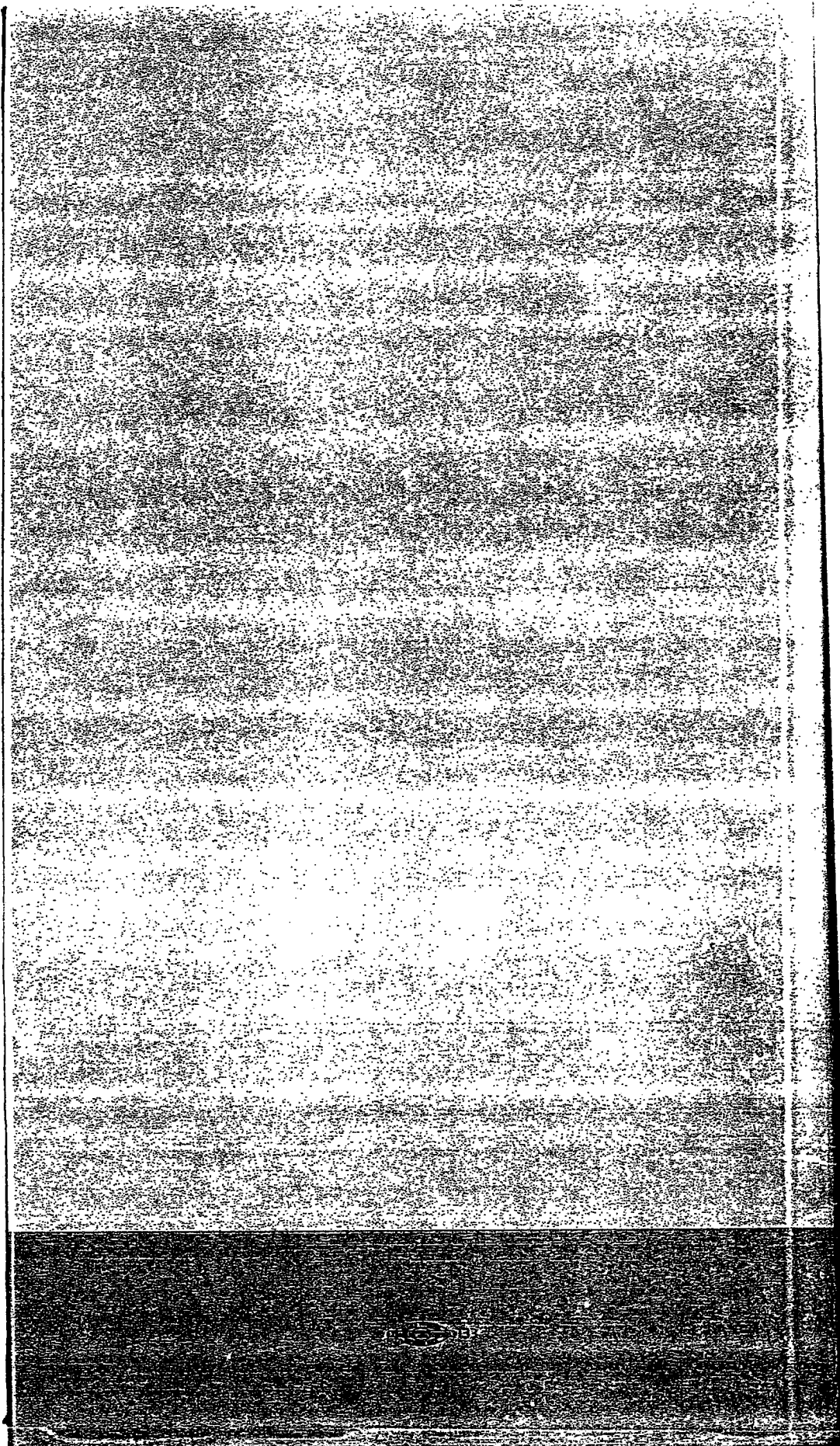


Exhibit U

EXHIBIT F

SUPPLEMENTAL AGREEMENT

(Delphi Profit Sharing Plan)

SUPPLEMENTAL AGREEMENT
(DELPHI PROFIT SHARING PLAN)

On this ~~8th~~ ____ day of ~~December 1999~~, Delphi ~~Automotive Systems~~ Corporation or Delphi, hereinafter referred to as the Corporation, and the United Steelworkers of America, AFL-CIO-CLC and its Local Union No. 87, hereinafter referred to as the Union, on behalf of the employees covered by the Collective Bargaining Agreement of which this Supplemental Agreement becomes a part, agree as follows:

SECTION 1. Establishment of Plan

Subject to the approval of its Board of Directors, the Corporation will establish an amended Profit Sharing Plan for Hourly-Rate Employees in the United States, hereinafter referred to as the "Plan," a copy of which is attached hereto as Exhibit F-1 and made a part of this Agreement to the extent applicable to the employees represented by the Union and covered by this Agreement as if fully set out herein, modified and supplemented, however, by the provisions hereinafter. In the event of any conflict between the provisions of the Plan and the provisions of this Agreement, the provisions of this Agreement will supersede the provisions of the Plan to the extent necessary to eliminate such conflict.

In the event that the Plan is not approved by the Board of Directors of the Corporation, the Corporation, within 30 days after any such disapproval, will give written notice thereof to the Union and this Agreement shall thereupon have no force or effect. In that event, the

SUPPLEMENTAL AGREEMENT
(DELPHI PROFIT SHARING PLAN)

F, Sect. 1

matters covered by this Agreement shall be the subject of further negotiation between the Corporation and the Union.

SECTION 2. Administration

- (a) Notwithstanding any provision of the Plan, (1) any person who receives a back pay award applicable to an earlier Plan Year as the result of a grievance settlement shall receive after such grievance settlement a payment for the Plan Year to which such back pay award applies in an amount equal to the Participant's Profit Sharing Amount that would have been payable for such earlier Plan Year, based on the Compensated Hours received by such person for such Plan Year, less any Profit Sharing Amount paid previously to such person for such Plan Year, (2) the amount of such payments shall be deducted from the Total Profit Share otherwise allocated to the Plan for the first Plan Year ending after the date of such grievance settlement in which a Total Profit Share is achieved, and (3) any Compensated Hours resulting from a back pay award shall be included as Compensated Hours only for the Plan Year for which the back pay is awarded.
- (b) The Union shall be informed of the results of a review of a request by a Participant or beneficiary of a Participant pursuant to Article VI, Section 6.06 of the Plan, provided the Participant is represented by the Union.

SUPPLEMENTAL AGREEMENT
(DELPHI PROFIT SHARING PLAN)

F, Sect. 2(c)

- (c) Notwithstanding Article II, Section 2.03 of the Plan, and solely for the purpose of determining the amount of any distribution under this Plan, Compensated Hours shall be credited to an employee who is on a leave of absence under Paragraph 106 of the National Agreement if the leave was granted for the purpose of permitting the employee to engage in the business of, or to work for, the Local Union and provided further that each such employee is involved in the in-plant administration of the provisions of such National Agreement. An employee eligible for Compensated Hours pursuant to this provision shall be credited with up to 40 hours for each calendar week while on such leave, subject to the annual maximum specified in Article II, Section 2.03 of the Plan, provided the employee meets the requirements of the leave.
- (d) It is understood that benefit payments made under the Income Security Plan are included under Article II, Paragraph 2.03 of the Plan.

SECTION 3. Non-Applicability of Collective
Bargaining Agreement Grievance Procedure

- (a) No matter respecting the Plan as supplemented by this Agreement or any difference arising thereunder shall be subject to the grievance procedure established in the Collective Bargaining Agreement between the Corporation and the Union.
- (b) All computations made by the Corporation to determine Sales and Revenues and Profits (as defined in Article II, Sections 2.15 and 2.14 of the Plan, respectively) when certified by the opinion of

SUPPLEMENTAL AGREEMENT
(DELPHI PROFIT SHARING PLAN)

F, Sect. 3(b)

a firm of independent certified public accountants (selection of which shall be made by the Corporation and must be approved by the shareholders of the Corporation) as being in accordance with generally accepted accounting principles, and all calculations made by the Corporation to determine the Total Profit Share (as defined in Article II, Section 2.17 of the Plan) when certified by the opinion of the aforementioned independent certified public accountants as being in accordance with the provisions of the Plan, shall be final and binding on the Union, Participants, beneficiaries, and the Corporation.

(c) The Corporation will respond as soon as practicable to reasonable requests from the Union for information regarding the computations made by the Corporation of the Total Profit Share and allocation of the Total Profit Share among plans.

(d) The parties agree to refer any disagreements over the interpretation of the terms of this Agreement or the Plan to a mutually acceptable impartial person for resolution. The resolution of any such disagreement by such impartial person shall be final and binding upon the Union, Participants, beneficiaries, and the Corporation. Such impartial person shall not, however, have any authority to determine accounting policies used in the computation of Sales and Revenues, Profits, or the Total Profit Share, or to change the dollar amount of Sales and Revenues,

SUPPLEMENTAL AGREEMENT
(DELPHI PROFIT SHARING PLAN)

F, Sect. 3(d)

Profits, or the Total Profit Share. The determination of accounting policies (e.g., depreciation, LIFO, expense allocation, etc.), so long as they are within generally accepted accounting principles, remains within the sole discretion of the Corporation, and such determination of accounting policies shall be final and binding upon the Union, Participants, and beneficiaries. The compensation of the impartial person, which shall be in such amount and on such basis as may be determined by the Corporation and the Union, shall be shared equally by the Corporation and the Union.

SECTION 4. Governmental Rulings

- (a) The Plan, as set forth in Exhibit F-1, and the Plan as it may be supplemented by superseding provisions of this Agreement, are contingent upon and subject to the Corporation obtaining and retaining from the United States Department of Labor a ruling, satisfactory to the Corporation, holding that no part of any payments made from the Plan are included for purposes of the Fair Labor Standards Act or under comparable state legislation in the regular rate of any Participant.
- (b) The Corporation shall apply promptly to the appropriate agency(ies) for the ruling described in subsection (a) of this Section.

SUPPLEMENTAL AGREEMENT
(DELPHI PROFIT SHARING PLAN)

F, Sect. 4(c)

(c) Notwithstanding any other provisions of this Agreement or the Plan, the Corporation, with the consent of the President of the Local Union No. 87 of the Union, may, during the term of this Agreement, make revisions in the Plan not inconsistent with the purposes, structure, and basic provisions thereof which shall be necessary to obtain or retain the ruling referred to in subsection (a) of this Section 4. Any such revisions shall adhere as closely as possible to the language and intent of provisions outlined in this Agreement and the Plan.

SECTION 5. Recovery of Overpayments

If it is determined that any monies paid to an employee under the Delphi-USWA Main Agreement and any Exhibits thereto should not have been paid or should have been paid in a lesser amount, written notice thereof shall be given to such employee, and the employee shall repay the amount of the overpayment.

If the employee fails to repay such amount of overpayment promptly, the Corporation shall recover the amount of such overpayment immediately from any monies then payable, or which may become payable, to the employee in the form of wages or benefits payable under the Delphi-USWA Main Agreement and any Exhibits thereto; except that, not more than 50% of any Profit Sharing Amount to which a Participant otherwise may be entitled shall be subject to any such recovery.

SUPPLEMENTAL AGREEMENT
(DELPHI PROFIT SHARING PLAN)

F, Sect. 6

SECTION 6. Duration of Agreement

This Agreement and Plan as modified and supplemented by this Agreement shall continue in effect until the termination of the Collective Bargaining Agreement of which this is a part.

Notwithstanding termination of this Agreement and Plan, any Total Profit Share that otherwise would accrue for calendar year ~~2003~~2007 will be allocated, distributed, and administered in accordance with the provisions of this Agreement and the Plan.

In witness hereof, the parties hereto have caused this Agreement to be executed the day and year first above written.

Local Union No. 87

Delphi Automotive
~~Systems~~ Corporation

United Steelworkers of
America, AFL-CIO/CLC

EXHIBIT F-1

THE DELPHI PROFIT SHARING PLAN
FOR HOURLY-RATE EMPLOYEES
IN THE UNITED STATES

THE DELPHI PROFIT SHARING PLAN
FOR HOURLY-RATE EMPLOYEES IN THE UNITED STATES

ARTICLE I

ESTABLISHMENT AND EFFECTIVE
DATE OF PROFIT SHARING PLAN

1.01 Establishment of Plan

Delphi ~~Automotive Systems~~ Corporation hereby establishes The Delphi Profit Sharing Plan for Hourly-Rate Employees in the United States (hereinafter referred to as the Plan).

1.02 Effective Date of the Plan

The Plan shall become effective January 1, ~~2000~~2004, except as otherwise may be provided herein. The ~~GM~~Delphi Agreement dated ~~January 8, 1997~~ shall remain in effect until December 31, ~~1999~~2003, and shall govern distribution in ~~2000~~2004, based on any profits in ~~1999~~2003.

PROFIT SHARING PLAN

ARTICLE II

DEFINITION OF TERMS

The following definitions will apply to all words and phrases capitalized in the text which follows.

2.01 "Administrator"

Administrator means Delphi ~~Automotive Systems~~ Corporation. The Administrator's address is 57825 Delphi Drive, Mail Code 4830-4010-61046, Troy, MI 48098.

2.02 "Associate"

Associate means a non-consolidated joint venture in which the capital investment of the Corporation, either directly or indirectly, is between 20% and 50%, inclusive.

2.03 "Compensated Hours"

(a) Compensated Hours means all hours, not in excess of 1,850 hours in any Plan Year, for which a Participant who is eligible to receive a distribution for a Plan Year received pay from the Corporation with respect to hourly-rate employment in U.S. Operations during the Plan Year on or after an Employee's date of enrollment. The term shall include hours for which a Participant who is eligible to receive a distribution for a Plan Year receives base pay, overtime (with each hour paid at premium rates to be

PROFIT SHARING PLAN

Art. II, 2.03(a)

counted as one hour), vacation entitlement, holiday pay, bereavement pay, jury duty pay, short-term military duty pay, and call-in pay; provided, however, no hours shall be duplicated because of payment under more than one category. The term shall not include hours compensated in any other form (e.g., Cost-of-Living Allowance, night-shift premium, seven-day premium, incentive pay, moving allowance, supplemental unemployment benefit payments under the Corporation's Supplemental Unemployment Benefit Plan [including automatic short week benefit payments] or Guaranteed Income Stream Benefit Plan, suggestion awards, tool allowances, imputed income, sickness and accident benefits, extended disability benefits, and allocations under this Plan).

- (b) The term Compensated Hours shall include, for a Participant who otherwise is eligible to receive a distribution for a Plan Year, 40 hours for each complete calendar week during such Plan Year that the Participant is on an approved sick leave of absence and for such complete calendar week has received Workers' Compensation payments from the Corporation as the result of a totally disabling occupational injury or disease under any Workers' Compensation law or act or any occupational disease, law, or act, provided:

PROFIT SHARING PLAN

Art. II, 2.03(b)(i)

- (i) the Participant otherwise would have been scheduled to work all hours during such complete calendar week(s); and
- (ii) the Participant is actively at work for the Corporation during at least one complete calendar week in the Plan Year; and
- (iii) during the Plan Year, or prior thereto, the Corporation has for such calendar week(s) either voluntarily paid Workers' Compensation benefits or failed to appeal the adverse determination of an applicable state agency or court awarding payment of Workers' Compensation benefits,

A Participant shall not receive credit for Compensated Hours applicable to any prior Plan Year as the result of a decision of an applicable state agency or court awarding benefits retroactively for periods during any prior Plan Year.

2.04 "Consolidated Subsidiary"

Consolidated Subsidiary means, for any Plan Year, any Subsidiary, the accounts of which are consolidated with

PROFIT SHARING PLAN

Art. II, 2.04

those of the Corporation in the Statement of Consolidated Income and Consolidated Balance Sheet of the Corporation for such Plan Year.

2.05 "Corporation"

Corporation means Delphi ~~Automotive Systems~~ Corporation.

2.06 "Domestic"

Domestic means, with respect to any Consolidated Subsidiary or Non-Consolidated Subsidiary, any such Subsidiary that is incorporated and derives more than 50% of its revenue from activities carried on or located within the United States.

2.07 "Employee"

Employee means

(a) any person regularly employed in the United States by U.S. Operations of the Corporation on an hourly-rate basis, including:

- (1) hourly-rate persons employed on a full-time basis;
- (2) part-time hourly-rate employees who, on a regular and continuing basis, perform jobs having definitely established working hours, but the complete

PROFIT SHARING PLAN

Art. II, 2.07(a)(2)

performance of which requires fewer hours of work than the regular workweek, provided the services of such employees are normally available for at least half of the employing unit's regular workweek;

- (b) The term "Employee" shall not include employees represented by a labor organization which has not signed an agreement making the Plan applicable to such employees.
- (c) The term "Employee" shall not include leased employees as defined under Section 414(n) of the Internal Revenue Code.
- (d) The term "employee" shall not include contract employees, bundled services employees, consultants, or other similarly situated individuals, or individuals who have represented themselves to be independent contractors.

The following classes of individuals are ineligible to participate in this Plan, regardless of any other Plan terms to the contrary, and regardless of whether the individual is a common-law employee of the Corporation:

PROFIT SHARING PLAN

Art. II, 2.07(d)(1)

- (1) Any individual who provides services to the Corporation where there is an agreement with a separate company under which the services are provided. Such individuals are commonly referred to by the Corporation as "contract employees" or "bundled-services employees";
- (2) Any individual who has signed an independent contractor agreement, consulting agreement, or other similar personal service contract with the Corporation;
- (3) Any individual who both (a) is not included in any represented bargaining unit and (b) who the Corporation classifies as an independent contractor, consultant, contract employee, or bundled-services employee during the period the individual is so classified by the Corporation.

The purpose of this provision is to exclude from participation all persons who may actually be common-law employees of the Corporation, but who are not paid as though they were employees of the Corporation, regardless of the reason they are excluded from the payroll, and regardless of whether that exclusion is correct.

PROFIT SHARING PLAN

Art. II, 2.08

2.08 "Investment"

Investment means a company in which the Corporation has less than a 20% ownership.

2.09 "Non-Consolidated Subsidiary"

Non-Consolidated Subsidiary means, for any Plan Year, any Subsidiary which is not a Consolidated Subsidiary for such Plan Year.

2.10 "Participant"

Participant means an Employee who, at any time during a Plan Year, has been enrolled in the Plan in accordance with Article III and is eligible to receive a Profit Sharing Amount for such Plan Year.

PROFIT SHARING PLAN

Art. II, 2.11

2.11 "Plan"

Plan means The Delphi Profit Sharing Plan for Hourly-Rate Employees in the United States.

2.12 "Plan Year"

Plan Year means the 12-month period beginning on January 1 and ending on December 31.

2.13 "Profit Sharing Amount"

Profit Sharing Amount means the portion of the Total Profit Share allocated to a Participant.

2.14 "Profits"

Profits means income earned by U.S. Operations before income taxes and "extraordinary" items (with "extraordinary" defined as under generally accepted accounting principles). Profits are before any profit sharing charges are deducted.

Profits also are before incentive program charges for U.S. Operations, including (i) Delphi ~~Automotive Systems~~ Corporation, (ii) Consolidated Subsidiaries, and (iii) Non-Consolidated Subsidiaries. Excluded from Profits are any profits (or losses) derived from non-U.S. Subsidiaries of U.S. Operations and any dividends received from non-U.S. Subsidiaries. Income from non-consolidated U.S. Operations shall be included on an after-tax basis.

PROFIT SHARING PLAN

Art. II, 2.15

2.15 "Sales and Revenues"

Sales and Revenues means the total net sales and revenues of Delphi U.S. Operations for such Plan Year.

2.16 "Subsidiary"

Subsidiary means a corporation, a majority of the voting stock of which is owned, directly or indirectly, by the Corporation.

2.17 "Total Profit Share"

Total Profit Share means an obligation of the Corporation for any Plan Year in an amount equal to the sum of:

- (a) 6% of the portion of the Profits for such Plan Year which exceeds 0.0% of Sales and Revenues for such Plan Year but does not exceed 1.8% of Sales and Revenues;
- (b) 8% of the portion of the Profits for such Plan Year which exceeds 1.8% of Sales and Revenues for such Plan Year but does not exceed 2.3% of Sales and Revenues;
- (c) 10% of the portion of the Profits for such Plan Year which exceeds 2.3% of Sales and Revenues for such Plan Year but does not exceed 4.6% of Sales and Revenues;

PROFIT SHARING PLAN

Art. II, 2.17(d)

(d) 14% of the portion of the Profits for such Plan Year which exceeds 4.6% of Sales and Revenues for such Plan Year but does not exceed 6.9% of Sales and Revenues; and

(e) 17% of the portion of the Profits for such Plan Year which exceeds 6.9% of Sales and Revenues for such Plan Year.

In any Plan Year in which a Total Profit Share is achieved, the minimum Total Profit Share will be \$50 multiplied by the total number of participants eligible for a distribution for the Plan Year under this Plan or under a similar plan established by the Corporation or would be eligible under a similar plan.

2.18 "U.S. Operations"

U.S. Operations means all operations of the Corporation and its Domestic Subsidiaries, both consolidated and non-consolidated, in the financial statements included in the Delphi Annual Report that carry on business primarily in the United States. The term excludes (1) the following U.S. incorporated subsidiaries

PROFIT SHARING PLAN

Art. II, 2.18

and their employees whose operations are primarily involved in business outside the United States: Delphi Automotive Systems (Holdings), Inc.; Delphi Automotive Systems International, Inc.; Delphi International Services, Inc. (Delaware); Delphi Corporation (Delaware); and any other subsidiaries that may qualify in the future, (2) Associates, and (3) Investments.

PROFIT SHARING PLAN

ARTICLE III

ENROLLMENT

3.01 Enrollment

An Employee will be enrolled in the Plan on the later of (a) the date upon which the employee meets the Plan definition of Employee, Section 2.07, or (b) the date on which this Plan first becomes applicable to the unit in which such person is employed, provided the person remains employed on such date.

PROFIT SHARING PLAN

ARTICLE IV

ALLOCATION AND DISTRIBUTION

4.01 Allocation of the Total Profit Share to this Plan

The Total Profit Share for the Plan Year is to be allocated to this Plan in the proportion that (a) the number of Participants in this Plan entitled to a distribution for the Plan Year bears to (b) the total number of all hourly-rate employees and non-executive salaried employees of the U.S. Operations and other persons who are entitled to a distribution for the Plan Year under this Plan or under a similar plan or would be entitled under a similar plan.

4.02 Allocation of Profit Sharing Amount to Participants

The portion of the Total Profit Share for the Plan Year allocated to this Plan in accordance with Section 4.01 will be allocated to each Participant entitled to a distribution for the Plan Year in the proportion that (a) the Participant's Compensated Hours for the Plan Year bears to (b) the total Compensated Hours of all Participants in this Plan entitled to a distribution for the Plan Year.

4.03 When Profit Sharing Amounts are Allocated and Distributed

- (a) Commencing with the 2003 Plan Year and aAs soon as
administratively feasible, but in no event later than ~~two~~
~~and one-half~~ the third months following the end of the Plan
Year, the Profit Sharing Amount will be allocated and
distributed to each eligible Participant pursuant to this

PROFIT SHARING PLAN

Art. IV, 4.03(a)

Article IV. The Corporation shall deduct from the amount of any such distribution to a Participant (or beneficiary) any amount required to be deducted, by reason of any law or regulation, for payment of taxes or other payments to any federal, state, or local government. Each distribution shall be accompanied by a statement showing the computation of such Participant's Profit Sharing Amount. Withholding tax obligations of the Corporation with respect to any such distribution will be satisfied as determined by the Administrator of the Plan. In determining the amount of any applicable tax, the computation of which takes personal exemptions into account, the Corporation shall be entitled to rely on the official form filed with the Corporation for purposes of income tax withholding. No interest shall be payable with respect to any such distribution.

- (b) In lieu of receiving a distribution in cash pursuant to subsection (a) of this Section 4.03, each Participant entitled to a distribution for any Plan Year that is in excess of the minimum Total Profit Share as defined in Article II, Section 2.17, other than a Participant whose employment terminated prior to distribution of such Profit Sharing Amounts, may elect to have the Corporation contribute to the Participant's account under The Delphi Personal Savings Plan for Hourly-Rate Employees in

PROFIT SHARING PLAN

Art. IV, 4.03(b)

the United States an amount up to 100%, in multiples of 1% of such distribution, provided such amount is not in excess of the maximum amount permitted under Section 415 of the Code. Such election shall be filed at such time and in such manner as the Administrator shall determine and will remain continuously in effect until changed by the Employee. If the Administrator does not receive an election from a Participant on or before the date established by the Administrator for submission of such elections for the applicable Plan Year, the Participant's Profit Sharing Amount for the Plan Year shall be distributed to the Participant.

- (c) Any amounts elected to be deferred by a Participant pursuant to Section 4.03(b) of this Article IV which cannot be deferred as a result of the application of Section 415 of the Code shall be distributed to the Participant.
- (d) Notwithstanding Section 6.04 of the Plan, in the event the Corporation is legally obligated to pay a tax levy, child support, or similar legal obligations to any third party, no election made by the Participant to defer a Profit Sharing Amount pursuant to Section 4.03(b) shall be effective. To the extent necessary and/or available, the legally required payment will be deducted from the

PROFIT SHARING PLAN

Art. IV, 4.03(d)

Participant's Profit Sharing Amount and paid to the
applicable third party.

4.04 To Whom Profit Sharing Amounts are Distributed

In addition to Participants who are on the active roll at the
end of the Plan Year, the Profit Sharing Amount for the Plan
Year, if any, will be paid to otherwise eligible

(1) Participants on layoff or leave of absence, including sick
leave, at the end of the Plan Year, (2) Participants who retired
during the Plan Year, and (3) beneficiaries of Participants who
died during the Plan Year. Employees who terminated during the
Plan Year for any reason other than death, retirement, or any
voluntary termination of employment program shall not be
eligible for a distribution for the Plan Year. The amount of
any such distribution shall be determined in accordance with
Section 4.02 of this Article IV.

Distribution of a Profit Sharing Amount will be made only to a
Participant. However, if the Participant is deceased at the
time of distribution, the distribution will be made to the
beneficiary or beneficiaries designated by the Participant
pursuant to Article V.

PROFIT SHARING PLAN

Art. IV, 4.05

4.05 Overpayments and Underpayments

(a) No amount allocated to a Participant entitled to a distribution for a Plan Year under this Plan may be increased or decreased in a subsequent Plan Year except in the event it shall be determined an error in excess of \$3 was made in the computation of any Profit Sharing Amount for any Plan Year. Such error shall be handled as follows:

(i) If such Participant's Profit Sharing Amount (correctly determined) was greater than the amount paid to such Participant by an amount in excess of \$3, the deficiency shall be paid to such Participant within 60 days after such determination.

(ii) If such Participant's Profit Sharing Amount (correctly determined) was less than the amount paid to such Participant by an amount in excess of \$3, written notice thereof shall be mailed to such Participant receiving such Profit Sharing Amount and the Participant shall return the amount of such overpayment to the Corporation; provided, however, that no such repayment shall be required if notice has not been given within 120 days from the date on which the overpayment was made. If such Participant shall fail to return such amount promptly, the Corporation shall

PROFIT SHARING PLAN

Art. IV, 4.05(a)(ii)

make an appropriate deduction or deductions from any monies then payable, or which may become payable, by the Corporation to the employee in the form of wages or future payments under this Plan; provided, however, that any such deduction shall not exceed \$30 from any one paycheck, but any such deduction from subsequent payments under the Plan shall not be limited.

- (b) The Corporation shall make an appropriate deduction or deductions from any future benefit payment or payments payable to the Participant under this Plan for the purpose of recovering overpayments made to the Participant in the form of wages or under any Delphi benefit plan. Amounts so deducted shall be remitted to the Corporation or the benefit plan, as applicable. The Corporation, by such remittance, shall be relieved of any further liability to the Participant with respect to such payments under this Plan.

PROFIT SHARING PLAN

Art. IV, 4.06

4.06 Benefit Drafts Not Presented

Unless prevented by law, the amount of any payment made to a Participant under the Plan, but not claimed by the Participant prior to December 31 of the Plan Year following the date of such payment, shall be added to the portion of the Total Profit Share next allocated to this Plan. In this event, such Participant shall have no further entitlement to such payment.

PROFIT SHARING PLAN

ARTICLE V

OTHER PROVISIONS

5.01 Designation of Beneficiaries in Event of Death

A Participant shall be deemed to have designated as beneficiary or beneficiaries under this Plan the person or persons who receive the Participant's life insurance proceeds under the Corporation's Life and Disability Benefits Program for Hourly Employees unless such Participant shall have assigned such life insurance, in which case the Profit Sharing Amount will be paid to the estate of the Participant unless such Participant has submitted, in writing, a different beneficiary or beneficiaries to the Plan Administrator.

A beneficiary or beneficiaries will receive, in the event of the Participant's death, all or part of the Profit Sharing Amount of the Participant in accordance with the applicable designation. If the Corporation shall be in doubt as to the right of any beneficiary to receive any Profit Sharing Amount, the Corporation may deliver such Profit Sharing Amount to the estate of the Participant, in which case the Corporation shall not have any further liability to anyone.

PROFIT SHARING PLAN

ARTICLE VI

ADMINISTRATION

6.01 Administrative Responsibility

The Corporation will have full power and authority to construe, interpret, and administer this Plan and to pass upon and decide cases presenting claims in conformity with the objectives of the Plan and under such rules as it may establish from time to time. Decision of the Corporation will be final and binding upon any of its employees.

6.02 Certification by Independent Certified Public Accountants

The Corporation will compute Sales and Revenues and Profits (as defined in Article II, Sections 2.15 and 2.14, respectively) in accordance with generally accepted accounting principles and then calculate the Total Profit Share and the allocation of Total Profit Share among plans in accordance with the provisions of this Plan. Such computations and calculations, when certified by the opinion of a firm of independent certified public accountants (selection of which shall be made by the Corporation and must be approved by the shareholders of the Corporation), shall be final and binding on Participants; the collective bargaining representative of such Participants, if any; beneficiaries and the Corporation.

6.03 Administrative Expenses

Administrative expenses of the Plan shall be paid by the Corporation.

PROFIT SHARING PLAN

Art. VI, 6.04

6.04 Non-Assignability

Except as provided in Article IV, Section 4.05, to the extent allowed by applicable law, no right or interest of any Participant under this Plan shall be assignable or transferable, in whole or in part, either directly or by operation of law or otherwise, including, without limitation, by execution, levy, garnishment, attachment, pledge, or in any other manner, but excluding devolution by death or mental incompetency; no attempted assignment or transfer thereof shall be effective; and no right or interest of any Participant under this Plan shall be liable for, or subject to, any obligation or liability of such Participant.

6.05 Incapacity

If the Administrator deems any person incapable of receiving any distribution to which such person is entitled under this Plan because such person has not yet reached the age of majority, or because of illness, infirmity, mental incompetency, or other incapacity, it may make payment, for the benefit or the account of such incapacitated person, to any person selected by the Administrator whose receipt thereof shall be a complete settlement thereof. Such payments shall, to the extent thereof, discharge all liability of the Corporation and each other fiduciary with respect to this Plan.

PROFIT SHARING PLAN

Art. VI, 6.06

6.06 Notice of Denial

The Administrator shall provide adequate notice, in writing, to any Participant or beneficiary whose request for a distribution or for a distribution in a greater amount under this Plan has been denied setting forth the specific reason or reasons for such denial. The Participant or beneficiary shall be given an opportunity for a full and fair review by the Corporation of the decision denying the request. The Participant will be given a reasonable period of time, to be established by the Corporation from the date of the notice denying such request, within which to request such review.

PROFIT SHARING PLAN

ARTICLE VII

AMENDMENT, MODIFICATION,
SUSPENSION, OR TERMINATION

7.01 Amendment, Modification, Suspension, or Termination

The Corporation reserves the right, by and through its Board of Directors, to amend, modify, suspend, or terminate the Plan including specifically the right prior to making the allocation of contributions, as provided in Article IV, to include as Employees for purposes of the Plan such other employees of the Corporation and its Domestic Consolidated and Non-Consolidated Subsidiaries as the Corporation may specify.

DELPHI PROFIT SHARING PLAN

[Paragraph 106 Leave]

~~DELPHI AUTOMOTIVE SYSTEMS CORPORATION~~

~~December 8, 1999~~ _____, 2003

During the discussions bUnited Steelworkers of America
AFL-CIO-CLC
Local Union No. 87
21 Abbey Avenue
Dayton, OH 45417

Attn: Mr. Dennis A. Bingham
President, Local No. 87

Dear Mr. Bingham:

During the discussions between the parties held in conjunction with completing the Profit Sharing Plan language, the Union requested that all employees on leave under Paragraph 106 of the Main Agreement to engage in the business of, or to work for, the Local Union should be included as eligible participants under such Plan. The Corporation pointed out, however, that certain employees not involved in the in-plant administration of the Main Agreement would not be included in the Plan and would not receive any compensated hours under the Plan while on such leave. Moreover, it is understood that the Local Union will advise Local Management each year, in December, of the name, Social Security number, and job title of each such employee therefore not eligible for benefits under the Profit Sharing Plan.

Very truly yours,

~~DELPHI AUTOMOTIVE SYSTEMS CORPORATION~~

~~Steven L. Gebbia~~Kevin M. Butler
~~Executive Director — Employee Benefits~~
Vice President
Human Resource Management

Accepted and Approved:

UNITED STEELWORKERS OF
AMERICA AFL-CIO-CLC,
LOCAL UNION NO. 87

By: Dennis A. Bingham

b-nc

DELPHI PROFIT SHARING PLAN

[Union Reports]

~~DELPHI AUTOMOTIVE SYSTEMS CORPORATION~~

~~December 8, 1999~~ _____, 2003

United Steelworkers of America
AFL-CIO-CLC
Local Union No. 87
21 Abbey Avenue
Dayton, OH 45417

Attn: Mr. Dennis A. Bingham
President, Local No. 87

Dear Mr. Bingham:

This will confirm the understanding reached during our recent discussions with the Union regarding the information to be provided to the Union supporting computations made to compute the "Total Profit Share" and "Allocation of the Total Profit Share" to this Plan in the Profit Sharing Plan for Hourly-Rate Employees in the United States (the Profit Sharing Plan).

In these discussions, we advised the Union that for each Plan Year the Corporation would provide the following information:

- A summary report of Sales and Revenues, and Profits, adjusted in accordance with the Profit Sharing Plan, similar to the attached format;
- A report displaying the computation of the Total Profit Share and Allocation of the Total Profit Share to this Plan;
- Annual statement of consolidated income, including the footnotes, which will appear in the financial statements in the Annual Report to stockholders for the Plan Year; and
- A statement of the impact of changes described in the footnotes on U.S. Operations as defined in the Profit Sharing Plan.

The data reported will be certified by the independent public accountants in accordance with the Profit Sharing Plan.

The Corporation will provide the Union with the information described above as soon as practicable after it becomes available.

b-nc

DELPHI PROFIT SHARING PLAN

[Union Reports]

This understanding has been reached on the basis that the Union will ensure that, until and to the extent the information is made available by the Corporation to the public at large, the information will be disclosed only to those reviewing for the Union the computations related to the Profit Sharing Plan, and neither the Union nor anyone reviewing such information for the Union will make any other disclosure of the information.

Very truly yours,

DELPHI ~~AUTOMOTIVE SYSTEMS~~ CORPORATION

~~Steven L. Gebbia~~ Kevin M. Butler
~~Executive Director — Employee Benefits~~
Vice President
Human Resource Management

Accepted and Approved:

UNITED STEELWORKERS OF
AMERICA AFL-CIO-CLC,
LOCAL UNION NO. 87

By: Dennis A. Bingham

[Union Reports]

DELPHI HOURLY PROFIT SHARING PLAN

Sales and Revenues & Profits, as Defined
in the Plan, for the Year Ended December 31, 20____
(\$ in Millions)

<u>SALES AND REVENUES</u>	
Total U.S. Net Sales and Revenues	\$ _____
Deduct Sales and Revenues of Excluded Subsidiaries and Associates	\$ _____
Sales and Revenues of U.S. Operations as Defined in the Plan	\$ _____
<u>PROFITS AS DEFINED IN THE PLAN</u>	
Net Income in the United States	\$ _____
Add (Deduct):	
• Net Income of Excluded Subsidiaries and Associates	
• Extraordinary Items	
• Income Taxes of U.S. Operations Excluding Non-Consolidated Subsidiaries	
• Provision for the Corporation, Consolidated Subsidiaries, and Non-Consolidated Subsidiaries Incentive Programs Applicable to U.S. Operations	_____
• Profit Sharing Accrual	\$ _____
Profits as Defined in the Plan	\$ _____

PORTION OF PROFITS AS DEFINED IN THE PLAN	PROFITS AS DEFINED IN THE PLAN	PROFIT SHARING RATE %	TOTAL PROFIT SHARE
Between 0.0% and 1.8% of Sales and Revenues	\$ _____	6.0	\$ _____
Between 1.8% and 2.3% of Sales and Revenues		8.0	
Between 2.3% and 4.6% of Sales and Revenues		10.0	
Between 4.6% and 6.9% of Sales and Revenues		14.0	
Over 6.9% of Sales and Revenues	_____	17.0	_____
	\$ _____		\$ _____
Deduct Portion of Profit Sharing Allocable to Non-Participating Employees			_____
Profit Sharing Accrual			\$ _____

DELPHI PROFIT SHARING PLAN

[FASB]

~~DELPHI AUTOMOTIVE SYSTEMS CORPORATION~~

~~December 8, 1999~~ _____, 2003

United Steelworkers of America
AFL-CIO-CLC
Local Union No. 87
21 Abbey Avenue
Dayton, OH 45417

Attn: Mr. Dennis A. Bingham
President, Local No. 87

Dear Mr. Bingham:

During these negotiations, the Corporation and the Union confirmed their understanding and intent regarding certain provisions of the Profit Sharing Plan.

The Profit Sharing Plan, as initially negotiated and as presently constituted, provides for earnings of domestic unconsolidated subsidiaries included in Plan income to be reflected on an after-tax basis. This treatment for Profit Sharing is consistent with the way Delphi presently accounts for these subsidiaries in its published financial results.

A change in the accounting for majority-owned subsidiaries presently is being considered by the Financial Accounting Standards Board (FASB). The FASB has indicated it intends to issue rules, effective in 1988, which would no longer permit companies to exclude majority-owned "non-homogenous" subsidiaries from a line-by-line consolidation with the parent Corporation. In the event the proposed FASB rule regarding consolidation of majority-owned subsidiaries becomes final, appropriate adjustments will be made to "Profits" and "Sales and Revenues" for the purpose of the Profit Sharing Plan. These adjustments will be made to achieve the same results as would be achieved under the present practice of reporting the after-tax results of unconsolidated subsidiaries (majority-owned "non-homogenous" operations) on a single line basis in the consolidated results of the parent Corporation and of excluding the revenues of these

DELPHI PROFIT SHARING PLAN

[FASB]

subsidiaries. These adjustments, as with all other adjustments presently required to be certified, would be certified by the independent public accountants.

Very truly yours,

~~DELPHI AUTOMOTIVE SYSTEMS~~ CORPORATION

~~Steven L. Gebbia~~ Kevin M. Butler
~~Executive Director — Employee Benefits~~
Vice President
Human Resource Management

Accepted and Approved:

UNITED STEELWORKERS OF
AMERICA AFL-CIO-CLC,
LOCAL UNION NO. 87

By: Dennis A. Bingham

DELPHI PROFIT SHARING PLAN

~~{Eligibility}~~

~~DELPHI AUTOMOTIVE SYSTEMS CORPORATION~~

~~December 8, 1999~~

~~United Steelworkers of America
— AFL-CIO-CLC
Local Union No. 87
21 Abbey Avenue
Dayton, OH 45417~~

~~Attn: Mr. Dennis A. Bingham
—— President, Local No. 87~~

~~Dear Mr. Bingham:~~

~~During these negotiations, the Corporation and the Union agreed, with respect to The Delphi Profit Sharing Plan for Hourly Rate Employees in the United States dated December 8, 1999 (the "1999 Plan"), to provide immediate eligibility (without a requirement for attainment of one year of seniority) for employees, who would otherwise be eligible, newly hired on or after the Effective Date of this Agreement.~~

~~The intent of the parties is that Employees hired on or after the Effective Date of this Agreement, or within the 12-month period preceding the Effective Date of this Agreement, be afforded immediate eligibility for the 1999 Plan Year of the 1996 Plan. Further, calculation of their Profit Sharing Amounts, as defined in Section 2.13, shall be based upon Compensated Hours, as defined in Section 2.03, worked on or after the beginning of the first pay period commencing on or after the Effective Date of this Agreement.~~

~~Modification to the Plan resulting from this letter should not be interpreted to revise any previously existing eligibility provisions except as specifically provided herein.~~

~~Very truly yours,~~

~~DELPHI AUTOMOTIVE
SYSTEMS CORPORATION~~

~~Steven L. Gebbia
Executive Director—
Employee Benefits~~

~~Accepted and Approved:~~

~~INTERNATIONAL UNION OF ELECTRONIC,
ELECTRICAL, SALARIED, MACHINE AND
FURNITURE WORKERS, AFL-CIO~~

~~By: Harold E. Nichols~~

~~b~~

DELPHI PROFIT SHARING PLAN

[Misc. - Benefits Training and Education]

DELPHI AUTOMOTIVE SYSTEMS CORPORATION

November 14, 1999 , 2003

Mr. ~~Harold E. Nichols~~ James D. Clark
Chairman, ~~Delphi-IUE-CWA~~
Automotive Conference Board
~~IUE-CWA, the Industrial Division International Union of Electronic,~~
~~of the Communications Workers Electrical, Salaried, Machine and~~
~~of America, AFL-CIO, CLC Furniture Workers, AFL-CIO~~
~~2360 West Dorothy Lane, Suite 201 103 West Market Street, Suite 105~~
~~Dayton Warren, Ohio 44418 45439~~

Attn: Mr. ~~Harold E. Nichols~~ James D. Clark
Delphi-IUE-CWA Automotive Conference Board

Dear Mr. ~~Nichols~~ Clark:

During these negotiations, the parties renewed their commitment to provide ongoing training programs for Company and Union Benefit Representatives so as to improve the quality of service provided to hourly employees. The parties also recognized the importance of communications programs aimed at educating employees about their benefits.

It was agreed that such training and education programs will be developed jointly, and the cost of developing and implementing such programs properly will be paid from the National Joint Skill Development and Training Fund as approved by the National Committee. These include, but are not limited to, the following:

- The annual joint ~~Delphi-IUE-CWA~~ Benefits Training Conference.

Continuing education program for Union Benefit Representatives will be provided by the parties. Training sessions will be scheduled for newly appointed Union Benefit Representatives and Alternates as agreed to by the parties. The sessions will concentrate on areas such as eligibility to receive benefits, description and interpretation of benefit plan provisions, and calculation of benefits.
- Conduct periodic on-site plant surveys and audits to evaluate training and education needs to improve employee service.
- Ad hoc training meetings on legal developments or other special needs.

DELPHI PROFIT SHARING PLAN

[Misc. - Benefits Training and Education]

Included also are any travel, lodging, and living expenses incurred by Company and Union representatives in relation to the above. In addition, the Fund will pay for lost time (eight hours per day base rate plus COLA) of Union Benefit Representatives attending such programs away from their locations. The Company will pay for the time (eight hours per day base rate plus COLA) of alternate Union Benefit Representatives who replace those attending such programs.

Very truly yours,

DELPHI ~~AUTOMOTIVE SYSTEMS~~ CORPORATION

~~Steven L. Gebbia~~Kevin M. Butler
~~Executive Director -- Employee Benefits~~
Vice President
Human Resource Management

Accepted and Approved:

INTERNATIONAL UNION OF	<u>IUE-CWA, the Industrial Division</u>
ELECTRONIC, ELECTRICAL,	<u>of the Communications Workers</u>
SALARIED, MACHINE AND	<u>of America, AFL-CIO, CLC</u>
FURNITURE WORKERS AFL-CIO	

By: ~~Harold E. Nichols~~James D. Clark

DELPHI PROFIT SHARING PLAN

[Misc. - Improving Benefits Service Through Technology]

DELPHI AUTOMOTIVE SYSTEMS CORPORATION

November 14, 1999 , 2003

Mr. ~~Harold E. Nichols~~ James D. Clark
Chairman, ~~Delphi-IUE-CWA~~
Automotive Conference Board
~~IUE-CWA, the Industrial Division International Union of Electronic,~~
~~of the Communications Workers Electrical, Salaried, Machine and~~
~~of America, AFL-CIO, CLC Furniture Workers, AFL-CIO~~
~~2360 West Dorothy Lane, Suite 201 103 West Market Street, Suite 105~~
~~Dayton Warren, Ohio 44418 45439~~

Attn: Mr. ~~Harold E. Nichols~~ James D. Clark
Delphi-IUE-CWA Automotive Conference Board

Dear Mr. ~~Nichols~~ Clark:

During these negotiations, the parties recognized the need to move ahead with the development of technological applications to improve the quality of service provided to hourly employees.

1. The parties recognized the need to provide the necessary tools to Local Union Benefit Representatives so that they may improve the service they are providing to hourly employees. Local Union Benefit Representatives require basic information that can be accessed quickly in order to confidently and accurately answer many of the questions they receive. Therefore, the parties have designed a two process systems, the Benefits Data Access System and the Benefits WorkStation Access systems, whereby Local Union Benefit Representatives have access to certain data elements from several benefit data systems. These ~~Benefits Data Access S~~systems provides inquiry only access to Local Union Benefit Representatives who complete a computer training program. Access is limited to information for IUE-CWA hourly employees at their particular location.
2. The parties jointly will develop and implement a new benefit documentation feature to the existing ~~Benefits Data Access S~~systems that will be available to Local Union Benefit Representatives. The Systems will include benefit plan booklets, administrative manuals (where applicable), relevant contract provisions and appropriate process descriptions. Upon approval by the Executive Board of Joint Activities, the cost of development, hardware and software requirements, conversion of written documentation, and installation and training, will be charged to the National Joint Skill Development and Training Fund. It is contemplated the benefit documentation feature will be implemented during the term of the ~~1999~~ 2003 Agreement.

DELPHI PROFIT SHARING PLAN

[Misc. - Improving Benefits Service Through Technology]

3. The parties further agreed to ~~continue to~~ provide hourly employees with ~~the web technology~~ in addition to the continued use of a Voice Response System for inquiry and transactions in the Personal Savings Plan.
4. The parties agree to enhance the Benefit Data Access System to provide the pension Plan survivor coverage election/rejection and the cost of such survivor option. The cost of development and implementation will be charged to the National Joint Skill Development and Training Fund.

In conclusion, during the term of the new Agreement, the parties pledge to carefully consider every opportunity to improve the quality and efficiency in benefits delivery.

Very truly yours,

DELPHI ~~AUTOMOTIVE SYSTEMS~~ CORPORATION

~~Steven L. Gebbia~~ Kevin M. Butler
~~Executive Director - Employee Benefits~~
Vice President
Human Resource Management

Accepted and Approved:

INTERNATIONAL UNION OF	<u>IUE-CWA, the Industrial Division</u>
ELECTRONIC, ELECTRICAL,	<u>of the Communications Workers</u>
SALARIED, MACHINE AND	<u>of America, AFL-CIO, CLC</u>
FURNITURE WORKERS AFL-CIO	

By: ~~Harold E. Nichols~~ James D. Clark

Exhibit V

EXHIBIT F-1

THE DELPHI PROFIT SHARING PLAN
FOR HOURLY-RATE EMPLOYEES
IN THE UNITED STATES

THE DELPHI PROFIT SHARING PLAN
FOR HOURLY-RATE EMPLOYEES IN THE UNITED STATES

ARTICLE I

ESTABLISHMENT AND EFFECTIVE
DATE OF PROFIT SHARING PLAN

- 1.01 Establishment of Plan
Delphi ~~Automotive Systems~~ Corporation hereby establishes The Delphi Profit Sharing Plan for Hourly-Rate Employees in the United States (hereinafter referred to as the Plan).
- 1.02 Effective Date of the Plan
The Plan shall become effective January 1, ~~2000~~2004, except as otherwise may be provided herein. The ~~GM~~ Agreement dated ~~November 2, 1996~~ September 28, 1999 shall remain in effect until December 31, ~~1999~~2003, and shall govern distribution in ~~2000~~2004, based on any profits in ~~1999~~2003.

ARTICLE II

DEFINITION OF TERMS

The following definitions will apply to all words and phrases capitalized in the text which follows.

- 2.01 "Administrator"
Administrator means Delphi ~~Automotive Systems~~ Corporation. The Administrator's address is 57825 Delphi Drive, Mail Code 4830-4010-606104, Troy, MI 48098.
- 2.02 "Associate"
Associate means a non-consolidated joint venture in which the capital investment of the Corporation, either directly or indirectly, is between 20% and 50%, inclusive.
- 2.03 "Compensated Hours"
(a) Compensated Hours means all hours, not in excess of 1,850 hours in any Plan Year, for which a Participant who is eligible to receive a distribution for a Plan Year received pay from the Corporation with respect to hourly-rate employment in U.S. Operations during the Plan Year on or after an Employee's date of enrollment. The term shall include hours for which a Participant who is eligible to receive a distribution for a Plan Year receives base pay, overtime (with each hour paid at premium rates to be counted as one hour), vacation entitlement, holiday pay, bereavement pay, jury duty pay, short-term military duty pay, and call-in pay; provided, however, no hours shall be duplicated because of payment under more than one category. The term shall not include hours compensated in any other form (e.g., Cost-of-Living Allowance, night-shift premium, seven-day premium, incentive pay, moving allowance, supplemental unemployment benefit payments under the

Corporation's Supplemental Unemployment Benefit Plan [including automatic short week benefit payments] or Guaranteed Income Stream Benefit Plan, suggestion awards, tool allowances, imputed income, sickness and accident benefits, extended disability benefits, and allocations under this Plan).

- (b) The term Compensated Hours shall include, for a Participant who otherwise is eligible to receive a distribution for a Plan Year, 40 hours for each complete calendar week during such Plan Year that the Participant is on an approved sick leave of absence and for such complete calendar week has received Workers' Compensation payments from the Corporation as the result of a totally disabling occupational injury or disease under any Workers' Compensation law or act or any occupational disease, law, or act, provided:
- (i) the Participant otherwise would have been scheduled to work all hours during such complete calendar week(s); and
 - (ii) the Participant is actively at work for the Corporation during at least one complete calendar week in the Plan Year; and
 - (iii) during the Plan Year, or prior thereto, the Corporation has for such calendar week(s) either voluntarily paid Workers' Compensation benefits or failed to appeal the adverse determination of an applicable state agency or court awarding payment of Workers' Compensation benefits.

A Participant shall not receive credit for Compensated Hours applicable to any prior Plan Year as the result of a decision of an applicable state agency or court awarding benefits retroactively for periods during any prior Plan Year.

2.04 "Consolidated Subsidiary"

Consolidated Subsidiary means, for any Plan Year, any Subsidiary, the accounts of which are consolidated with those of the Corporation in the Statement of Consolidated Income and Consolidated Balance Sheet of the Corporation for such Plan Year.

2.05 "Corporation"

Corporation means Delphi ~~Automotive Systems~~ Corporation.

2.06 "Domestic"

Domestic means, with respect to any Consolidated Subsidiary or Non-Consolidated Subsidiary, any such Subsidiary that is incorporated and derives more than 50% of its revenue from activities carried on or located within the United States.

2.07 "Employee"

Employee means

- (a) any person regularly employed in the United States by U.S. Operations of the Corporation on an hourly-rate basis, including:
 - (1) hourly-rate persons employed on a full-time basis;
 - (2) part-time hourly-rate employees who, on a regular and continuing basis, perform jobs having definitely established working hours, but the complete performance of which requires fewer hours of work than the regular workweek, provided the services of such employees are normally available for at least half of the employing unit's regular workweek;
- (b) The term "Employee" shall not include employees represented by a labor organization which has not signed an agreement making the Plan applicable to such employees.
- (c) The term "Employee" shall not include leased employees as defined under Section 414(n) of the Internal Revenue Code.
- (d) The term "employee" shall not include contract employees, bundled services employees, consultants, or other similarly situated individuals, or individuals who have represented themselves to be independent contractors.

The following classes of individuals are ineligible to participate in this Plan, regardless of any other Plan terms to the contrary, and regardless of whether the individual is a common-law employee of the Corporation:

- (1) Any individual who provides services to the Corporation where there is an agreement with a separate company under which the services are provided. Such individuals are commonly referred to by the Corporation as "contract employees" or "bundled-services employees";
- (2) Any individual who has signed an independent contractor agreement, consulting agreement, or other similar personal service contract with the Corporation;
- (3) Any individual who both (a) is not included in any represented bargaining unit and (b) who the Corporation classifies as an independent contractor, consultant, contract employee, or bundled-services employee during the period the individual is so classified by the Corporation.

The purpose of this provision is to exclude from participation all persons who may actually be common-law employees of the Corporation, but who are not paid as though they were employees of the Corporation, regardless of the reason they are excluded from the payroll, and regardless of whether that exclusion is correct.

2.08 "Investment"

Investment means a company in which the Corporation has less than a 20% ownership.

2.09 "Non-Consolidated Subsidiary"

Non-Consolidated Subsidiary means, for any Plan Year, any Subsidiary which is not a Consolidated Subsidiary for such Plan Year.

2.10 "Participant"

Participant means an Employee who, at any time during a Plan Year, has been enrolled in the Plan in accordance with Article III and is eligible to receive a Profit Sharing Amount for such Plan Year.

2.11 "Plan"

Plan means The Delphi Profit Sharing Plan for Hourly-Rate Employees in the United States.

2.12 "Plan Year"

Plan Year means the 12-month period beginning on January 1 and ending on December 31.

2.13 "Profit Sharing Amount"

Profit Sharing Amount means the portion of the Total Profit Share allocated to a Participant.

2.14 "Profits"

Profits means income earned by U.S. Operations before income taxes and "extraordinary" items (with "extraordinary" defined as under generally accepted accounting principles). Profits are before any profit sharing charges are deducted.

Profits also are before incentive program charges for U.S. Operations, including (i) Delphi ~~Automotive Systems~~ Corporation, (ii) Consolidated Subsidiaries, and (iii) Non-Consolidated Subsidiaries. Excluded from Profits are any profits (or losses) derived from non-U.S. Subsidiaries of U.S. Operations and any dividends received from non-U.S. Subsidiaries. Income from non-consolidated U.S. Operations shall be included on an after-tax basis.

2.15 "Sales and Revenues"

Sales and Revenues means the total net sales and revenues of Delphi U.S. Operations for such Plan Year.

2.16 "Subsidiary"

Subsidiary means a corporation, a majority of the voting stock of which is owned, directly or indirectly, by the Corporation.

2.17 "Total Profit Share"

Total Profit Share means an obligation of the Corporation for any Plan Year in an amount equal to the sum of:

- (a) 6% of the portion of the Profits for such Plan Year which exceeds 0.0% of Sales and Revenues for such Plan Year but does not exceed 1.8% of Sales and Revenues;
- (b) 8% of the portion of the Profits for such Plan Year which exceeds 1.8% of Sales and Revenues for such Plan Year but does not exceed 2.3% of Sales and Revenues;

- (c) 10% of the portion of the Profits for such Plan Year which exceeds 2.3% of Sales and Revenues for such Plan Year but does not exceed 4.6% of Sales and Revenues;
- (d) 14% of the portion of the Profits for such Plan Year which exceeds 4.6% of Sales and Revenues for such Plan Year but does not exceed 6.9% of Sales and Revenues; and
- (e) 17% of the portion of the Profits for such Plan Year which exceeds 6.9% of Sales and Revenues for such Plan Year.

In any Plan Year in which a Total Profit Share is achieved, the minimum Total Profit Share will be \$50 multiplied by the total number of participants eligible for a distribution for the Plan Year under this Plan or under a similar plan established by the Corporation or would be eligible under a similar plan.

2.18 "U.S. Operations"

U.S. Operations means all operations of the Corporation and its Domestic Subsidiaries, both consolidated and non-consolidated, in the financial statements included in the Delphi Annual Report that carry on business primarily in the United States. The term excludes (1) the following U.S. incorporated subsidiaries and their employees whose operations are primarily involved in business outside the United States: Delphi Automotive Systems (Holdings), Inc.; Delphi Automotive Systems International, Inc.; Delphi International Services, Inc. (Delaware); Delphi Corporation (Delaware); and any other subsidiaries that may qualify in the future, (2) Associates, and (3) Investments.

ARTICLE III

ENROLLMENT

3.01 Enrollment

An Employee will be enrolled in the Plan on the later of (a) the date upon which the employee meets the Plan definition of Employee, Section 2.07, or (b) the date on which this Plan first becomes applicable to the unit in which such person is employed, provided the person remains employed on such date.

ARTICLE IV

ALLOCATION AND DISTRIBUTION

4.01 Allocation of the Total Profit Share to this Plan

The Total Profit Share for the Plan Year is to be allocated to this Plan in the proportion that (a) the number of Participants in this Plan entitled to a distribution for the Plan Year bears to (b) the total number of all hourly-rate employees and non-executive salaried employees of the U.S. Operations and other persons who are entitled to a distribution for the Plan Year under this Plan or under a similar plan or would be entitled under a similar plan.

4.02 Allocation of Profit Sharing Amount to Participants

The portion of the Total Profit Share for the Plan Year allocated to this Plan in accordance with Section 4.01 will be allocated to each Participant entitled to a distribution for the Plan Year in the proportion that (a) the Participant's Compensated Hours for the Plan Year bears to (b) the total Compensated Hours of all Participants in this Plan entitled to a distribution for the Plan Year.

4.03 When Profit Sharing Amounts are Allocated and Distributed

(a) Commencing with the 2003 Plan Year and as soon as administratively feasible, but in no event later than two and one-half the third months following the end of the Plan Year, the Profit Sharing Amount will be allocated and distributed to each eligible Participant pursuant to this Article IV. The Corporation shall deduct from the amount of any such distribution to a Participant (or beneficiary) any amount required to be deducted, by reason of any law or regulation, for payment of taxes or other payments to any federal, state, or local government. Each distribution shall be accompanied by a statement showing the computation of such Participant's Profit Sharing Amount. Withholding tax obligations of the Corporation with respect to any such distribution will be satisfied as determined by the Administrator of the Plan. In determining the amount of any applicable tax, the computation of which takes personal exemptions into account, the Corporation shall be entitled to rely on the official form filed with the Corporation for purposes of income tax withholding. No interest shall be payable with respect to any such distribution.

(b) In lieu of receiving a distribution in cash pursuant to subsection (a) of this Section 4.03, each Participant entitled to a distribution for any Plan Year that is in excess of the minimum Total Profit Share as defined in Article II, Section 2.17, other than a Participant whose employment terminated prior to distribution of such Profit Sharing Amounts, may elect to have the Corporation contribute to the Participant's account under The Delphi Personal Savings Plan for Hourly-Rate Employees in the United States an amount up to 100%, in multiples of 1% of such distribution, provided such amount is not in excess of the maximum amount permitted under Section 415 of the Code. Such election shall be filed at such time and in such manner as the Administrator shall determine and will remain continuously in effect until changed by the Employee. If the Administrator does not receive an election from a Participant on or before the date established by the Administrator for submission of such elections for the applicable Plan Year, the Participant's Profit Sharing Amount for the Plan Year shall be distributed to the Participant.

(c) Any amounts elected to be deferred by a Participant pursuant to Section 4.03(b) of this Article IV which cannot be deferred as a result of the application of Section 415 of the Code shall be distributed to the Participant.

- (d) Notwithstanding Section 6.04 of the Plan, in the event the Corporation is legally obligated to pay a tax levy, child support, or similar legal obligations to any third party, no election made by the Participant to defer a Profit Sharing Amount pursuant to Section 4.03(b) shall be effective. To the extent necessary and/or available, the legally required payment will be deducted from the Participant's Profit Sharing Amount and paid to the applicable third party.

4.04 To Whom Profit Sharing Amounts are Distributed

In addition to Participants who are on the active roll at the end of the Plan Year, the Profit Sharing Amount for the Plan Year, if any, will be paid to otherwise eligible

(1) Participants on layoff or leave of absence, including sick leave, at the end of the Plan Year, (2) Participants who retired during the Plan Year, and (3) beneficiaries of Participants who died during the Plan Year. Employees who terminated during the Plan Year for any reason other than death, retirement, or any voluntary termination of employment program shall not be eligible for a distribution for the Plan Year. The amount of any such distribution shall be determined in accordance with Section 4.02 of this Article IV.

Distribution of a Profit Sharing Amount will be made only to a Participant. However, if the Participant is deceased at the time of distribution, the distribution will be made to the beneficiary or beneficiaries designated by the Participant pursuant to Article V.

4.05 Overpayments and Underpayments

- (a) No amount allocated to a Participant entitled to a distribution for a Plan Year under this Plan may be increased or decreased in a subsequent Plan Year except in the event it shall be determined an error in excess of \$3 was made in the computation of any Profit Sharing Amount for any Plan Year. Such error shall be handled as follows:

(i) If such Participant's Profit Sharing Amount (correctly determined) was greater than the amount paid to such Participant by an amount in excess of \$3, the deficiency shall be paid to such Participant within 60 days after such determination.

(ii) If such Participant's Profit Sharing Amount (correctly determined) was less than the amount paid to such Participant by an amount in excess of \$3, written notice thereof shall be mailed to such Participant receiving such Profit Sharing Amount and the Participant shall return the amount of such overpayment to the Corporation; provided, however, that no such repayment shall be required if notice has not been given within 120 days from the date on which the overpayment was made. If such Participant shall fail to return such amount promptly, the Corporation shall make an appropriate deduction or deductions from any monies then payable, or which may become payable, by the Corporation to the employee in the form of wages or

future payments under this Plan; provided, however, that any such deduction shall not exceed \$30 from any one paycheck, but any such deduction from subsequent payments under the Plan shall not be limited.

- (b) The Corporation shall make an appropriate deduction or deductions from any future benefit payment or payments payable to the Participant under this Plan for the purpose of recovering overpayments made to the Participant in the form of wages or under any Delphi benefit plan. Amounts so deducted shall be remitted to the Corporation or the benefit plan, as applicable. The Corporation, by such remittance, shall be relieved of any further liability to the Participant with respect to such payments under this Plan.

4.06 Benefit Drafts Not Presented

Unless prevented by law, the amount of any payment made to a Participant under the Plan, but not claimed by the Participant prior to December 31 of the Plan Year following the date of such payment, shall be added to the portion of the Total Profit Share next allocated to this Plan. In this event, such Participant shall have no further entitlement to such payment.

ARTICLE V

OTHER PROVISIONS

5.01 Designation of Beneficiaries in Event of Death

A Participant shall be deemed to have designated as beneficiary or beneficiaries under this Plan the person or persons who receive the Participant's life insurance proceeds under the Corporation's Life and Disability Benefits Program for Hourly Employees unless such Participant shall have assigned such life insurance, in which case the Profit Sharing Amount will be paid to the estate of the Participant unless such Participant has submitted, in writing, a different beneficiary or beneficiaries to the Plan Administrator.

A beneficiary or beneficiaries will receive, in the event of the Participant's death, all or part of the Profit Sharing Amount of the Participant in accordance with the applicable designation. If the Corporation shall be in doubt as to the right of any beneficiary to receive any Profit Sharing Amount, the Corporation may deliver such Profit Sharing Amount to the estate of the Participant, in which case the Corporation shall not have any further liability to anyone.

ARTICLE VI

ADMINISTRATION

6.01 Administrative Responsibility

The Corporation will have full power and authority to construe, interpret, and administer this Plan and to pass upon and decide cases presenting claims in conformity with the objectives of the Plan and under such rules as it may establish from time to time.

Decision of the Corporation will be final and binding upon any of its employees.

- 6.02 Certification by Independent Certified Public Accountants
The Corporation will compute Sales and Revenues and Profits (as defined in Article II, Sections 2.15 and 2.14, respectively) in accordance with generally accepted accounting principles and then calculate the Total Profit Share and the allocation of Total Profit Share among plans in accordance with the provisions of this Plan. Such computations and calculations, when certified by the opinion of a firm of independent certified public accountants (selection of which shall be made by the Corporation and must be approved by the shareholders of the Corporation), shall be final and binding on Participants; the collective bargaining representative of such Participants, if any; beneficiaries and the Corporation.
- 6.03 Administrative Expenses
Administrative expenses of the Plan shall be paid by the Corporation.
- 6.04 Non-Assignability
Except as provided in Article IV, Section 4.05, to the extent allowed by applicable law, no right or interest of any Participant under this Plan shall be assignable or transferable, in whole or in part, either directly or by operation of law or otherwise, including, without limitation, by execution, levy, garnishment, attachment, pledge, or in any other manner, but excluding devolution by death or mental incompetency; no attempted assignment or transfer thereof shall be effective; and no right or interest of any Participant under this Plan shall be liable for, or subject to, any obligation or liability of such Participant.
- 6.05 Incapacity
If the Administrator deems any person incapable of receiving any distribution to which such person is entitled under this Plan because such person has not yet reached the age of majority, or because of illness, infirmity, mental incompetency, or other incapacity, it may make payment, for the benefit or the account of such incapacitated person, to any person selected by the Administrator whose receipt thereof shall be a complete settlement thereof. Such payments shall, to the extent thereof, discharge all liability of the Corporation and each other fiduciary with respect to this Plan.
- 6.06 Notice of Denial
The Administrator shall provide adequate notice, in writing, to any Participant or beneficiary whose request for a distribution or for a distribution in a greater amount under this Plan has been denied setting forth the specific reason or reasons for such denial. The Participant or beneficiary shall be given an opportunity for a full and fair review by the Corporation of the decision denying the request. The Participant will be given a reasonable period of time, to be established by the Corporation from the date of the notice denying such request, within which to request such review.

ARTICLE VII

AMENDMENT, MODIFICATION,
SUSPENSION, OR TERMINATION

- 7.01 Amendment, Modification, Suspension, or Termination
The Corporation reserves the right, by and through its Board of Directors, to amend, modify, suspend, or terminate the Plan including specifically the right prior to making the allocation of contributions, as provided in Article IV, to include as Employees for purposes of the Plan such other employees of the Corporation and its Domestic Consolidated and Non-Consolidated Subsidiaries as the Corporation may specify.

[Paragraph 109 Leave]

~~DELPHI AUTOMOTIVE SYSTEMS CORPORATION~~

~~September 28, 1999~~ _____, 2003

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

Attn: Mr. Richard Shoemaker
Vice President and Director
General Motors Department

Dear Mr. Shoemaker:

During the discussions between the parties held in conjunction with completing the Profit Sharing Plan language, the Union requested that all employees on leave under Paragraph 109 of the National Agreement to engage in the business of or to work for the Local Union should be included as eligible participants under such Plan. The Corporation pointed out, however, that certain employees, such as Trustees, Sergeants at Arms and Guides, and any other employees not involved in the in-plant administration of the National Agreement, would not be included in the Plan and would not receive any compensated hours under the Plan while on such leave. Moreover, it is understood that the Local Union will advise Local Management each year, in December, of the name, Social Security number, and job title of each such employee therefore not eligible for benefits under the Profit Sharing Plan.

Very truly yours,

~~DELPHI AUTOMOTIVE SYSTEMS~~
CORPORATION

~~Steven L. Gebbia~~ Kevin M. Butler
~~Executive Director Employee Benefits~~
Vice President
Human Resource Management

Accepted and Approved:

INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: Richard Shoemaker

[Union Reports]

~~DELPHI AUTOMOTIVE SYSTEMS CORPORATION~~

~~September 28, 1999~~, 2003

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

Attn: Mr. Richard Shoemaker
Vice President and Director
General Motors Department

Dear Mr. Shoemaker:

This will confirm the understanding reached during our recent discussions with the Union regarding the information to be provided to the Union supporting computations made to compute the "Total Profit Share" and "Allocation of the Total Profit Share" to this Plan in the Profit Sharing Plan for Hourly-Rate Employees in the United States (the Profit Sharing Plan).

In these discussions, we advised the Union that for each Plan Year the Corporation would provide the following information:

- A summary report of Sales and Revenues, and Profits, adjusted in accordance with the Profit Sharing Plan, similar to the attached format;
- A report displaying the computation of the Total Profit Share and Allocation of the Total Profit Share to this Plan;
- Annual statement of consolidated income, including the footnotes, which will appear in the financial statements in the Annual Report to stockholders for the Plan Year; and
- A statement of the impact of changes described in the footnotes on U.S. Operations as defined in the Profit Sharing Plan.

The data reported will be certified by the independent public accountants in accordance with the Profit Sharing Plan.

The Corporation will provide the Union with the information described above as soon as practicable after it becomes available.

This understanding has been reached on the basis that the Union will ensure that, until and to the extent the information is made available by the Corporation to the public at large, the information will be disclosed only to those reviewing for the Union the computations related to the Profit Sharing Plan, and neither the Union nor anyone

reviewing such information for the Union will make any other disclosure of the information.

Very truly yours,

~~DELPHI AUTOMOTIVE SYSTEMS~~
CORPORATION

~~Steven L. Gebbia~~ Kevin M. Butler
~~Executive Director Employee Benefits~~
Vice President
Human Resource Management

Attachment

Accepted and Approved:

INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: Richard Shoemaker

HOURLY PROFIT SHARING PLAN

Sales and Revenues & Profits, as Defined
in the Plan, for the Year Ended December 31, 20 _

(\$ in Millions)

<u>SALES AND REVENUES</u>	
Total U.S. Net Sales and Revenues	\$ _____
Deduct Sales and Revenues of Excluded Subsidiaries and Associates	\$ _____
Sales and Revenues of U.S. Operations as Defined in the Plan	\$ _____
<u>PROFITS AS DEFINED IN THE PLAN</u>	
Net Income in the United States	\$ _____
Add (Deduct):	
• Net Income of Excluded Subsidiaries and Associates	
• Extraordinary Items	
• Income Taxes of U.S. Operations Excluding Non-Consolidated Subsidiaries	
• Provision for the Corporation, Consolidated Subsidiaries, and Non-Consolidated Subsidiaries Incentive Programs Applicable to U.S. Operations	_____
• Profit Sharing Accrual	
Profits as Defined in the Plan	\$ _____

PORTION OF PROFITS AS DEFINED IN THE PLAN	PROFITS AS DEFINED IN THE PLAN	PROFIT SHARING RATE	TOTAL PROFIT SHARE
Between 0.0% and 1.8% of Sales and Revenues	\$ _____	% 6.0	\$ _____
Between 1.8% and 2.3% of Sales and Revenues		8.0	
Between 2.3% and 4.6% of Sales and Revenues		10.0	
Between 4.6% and 6.9% of Sales and Revenues		14.0	
Over 6.9% of Sales and Revenues	_____	17.0	_____
	\$ _____		\$ _____
Deduct Portion of Profit Sharing Allocable to Non-Participating Employees			_____
Profit Sharing Accrual			\$ _____

Exhibit W

Supplemental Agreement

Covering

SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN

Exhibit D

to

AGREEMENT

between

DELPHI CORPORATION

and

UAW

dated

September 18, 2003

(Effective October 13, 2003)

Art. I, 4(a)

Section 4. Disputed Claims for State System Benefits

(a) With respect to any Week for which an Employee has applied for a Benefit and for which the Employee:

(1) has been denied a State System Benefit, and the denial is being protested by the Employee through the procedure provided therefor under the State System, or

(2) has received a State System Benefit, payment of which is being protested by the Company through the procedure provided therefor under the State System and such protest has not, upon appeal, been held by the Board to be frivolous,

and the Employee is eligible to receive a Benefit under the Plan except for such denial, or protest, the payment of such Benefit shall be suspended until such dispute shall have been determined.

(b) If the dispute shall be finally determined in favor of the Employee, the Benefit shall be paid to the Employee.

ARTICLE II

AMOUNT OF BENEFITS

Section 1. Regular Benefits

(a) The Regular Benefit payable to an eligible Employee for any Week beginning on or after the effective date of this Plan shall be an amount which, when added to the Employee's State Benefit and Other Compensation, will equal 95% of the Employee's Weekly After-Tax Pay, minus \$30.00, to take into account work-related expenses not incurred; provided,

Art. II, 1(a)

however, that such Benefit shall not exceed \$190 for any Week with respect to which the Employee is not receiving State System Benefits because of a reason listed in item (2) or (6) of Section 1(b) of Article I and is laid off or continues on layoff by reason of having refused to accept work when recalled pursuant to the Collective Bargaining Agreement or having refused an offer by the Company of other available work at the same Plant or at another Plant in the same labor market area (as defined in Section 3(b)(3) of Article I); except that refusal by skilled Tool and Die, Maintenance and Construction or Power House Employees or apprentices of work other than work in Tool Room Departments, Maintenance Departments and Power House Departments, respectively, shall not result in the application of the maximum provided for in this paragraph.

(b) An otherwise eligible Employee entitled to a Benefit reduced, as provided in subsection 3(d) of Article I, because of ineligibility (or eligibility for a Leveling Week Benefit) with respect to part of the Week, will receive $\frac{1}{5}$ of a Regular Benefit computed under subsection (a) of this Section for each work day of the Week for which otherwise eligible; provided, however, that there shall be excluded from such computation any pay which could have been earned, computed, as if payable, for hours made available by the Company but not worked during the days for which the Employee is not eligible for a Benefit under subsection 3(d) of Article I.

Section 2. Automatic Short Week Benefit

(a) The Automatic Short Week Benefit payable to any eligible Employee for any Week beginning on or after the effective date of this Plan shall be an amount equal to the product of the number by which 40 exceeds the Employee's Compensated or Available Hours,

Art. II, 5

Section 5. Withholding Tax

The Trustee or the Company shall deduct from the amount of any Benefit (or Separation Payment) any amount required to be withheld by the Trustee or the Company by reason of any law or regulation, for payment of taxes or otherwise to any federal, state, or municipal government. In determining the amount of any applicable tax entailing personal exemptions, the Trustee or the Company shall be entitled to rely on the official form filed by the Employee with the Company for purposes of income tax withholding on regular wages.

Section 6. Deduction of Union Dues

During any period while there is in effect an agreement between the Company and the Union concerning the maintaining of the Plan, the Company, upon notification by the designated financial officer of the local Union shall notify the Trustee to deduct monthly Union dues from Regular Benefits paid under the Plan and to pay such sums directly to the local Union on behalf of any Employee who has on file with the Company a written authorization providing for such deductions as set forth in the Collective Bargaining Agreement.

ARTICLE III

DURATION OF BENEFITS

Section 1. Volume Related Layoffs

An Employee, with one or more Years of Seniority, at work on or after the effective date of this Agreement will be granted full job security from volume declines, with the exception of up to 48 weeks of qualifying layoff during the term of this Agreement.

Art. III, 2

Section 2. Non-Volume Related Layoffs

An Employee, with one or more Years of Seniority, at work on or after the effective date of this Agreement and placed on a qualifying, non-volume related layoff thereafter will be eligible for SUBenefits for the duration of such layoff subject to the provisions of Article I of this Plan.

Section 3. Limitation of Duration of Benefits

If it appears that total SUB expenditures will exceed the SUB Maximum Financial Liability Cap during the term of this Agreement, the parties may take appropriate action to reduce the rate of expenditure and extend benefit duration.

ARTICLE IV SEPARATION PAYMENT

Section 1. Eligibility

An Employee shall be eligible for a Separation Payment if the Employee:

(a) has been on layoff from the Company for a continuous period of at least 12 months (or any shorter period determined by the Company) and such layoff is not a result of any of the circumstances or conditions set forth in Section 3(b)(2) of Article I; provided, however, an Employee shall be deemed to have been on layoff from the Company for a continuous period if, while on layoff, the Employee accepts an offer of work by the Company and subsequently is laid off again within not more than 10 work days from the date reinstated; or

(b) becomes disabled and would be eligible for total and permanent disability benefits under any Company pension plan or retirement program except that the Employee does not have the years of credited service required to be eligible for such benefits; and in addition to (a) or (b) above;

Art. IV, 1(c)

(c) had 1 or more Years of Seniority on the last day the Employee was on the Active Employment Roll, and such Years of Seniority had not been broken on or prior to the earliest date on which application can be made to the Company;

(d) has not refused an offer of work pursuant to any of the conditions set forth in Section 3(b)(3) of Article I, on or after the last day worked for the Company, and prior to the earliest date on which the Employee can make application;

(e) has made application for a Separation Payment prior to 24 months (36 months in the case of an Employee who has 10 or more Years of Seniority) from the commencement date of layoff or disability, except that an Employee who meets the requirements of subsection 1(b) of this Section may make such application on or before the 30th day following the last month for which the Employee was eligible to receive an Extended Disability Benefit in accordance with Section 7 of Article II of the Life and Disability Benefits Program, provided that in the case of layoff no application may be made prior to 12 continuous months of layoff from the Company (or any shorter period determined by the Company).

Section 2. Payment

(a) A Separation Payment shall be payable only in a lump sum.

(b) Determination of Amount

(1) The Separation Payment payable to an eligible Employee shall be an amount determined by multiplying

(i) the Employee's Base Hourly Rate by

(ii) the applicable Number of Hours' Pay as shown in the following table:

Art. IV, 2(b)(1)(ii)

SEPARATION PAYMENT TABLE

Years of Seniority on Last Day on the <u>Active Employment Roll</u>	Number of <u>Hours' Pay</u>
1 but less than 2	50
2 but less than 3	70
3 but less than 4	100
4 but less than 5	135
5 but less than 6	170
6 but less than 7	210
7 but less than 8	255
8 but less than 9	300
9 but less than 10	350
10 but less than 11	400
11 but less than 12	455
12 but less than 13	510
13 but less than 14	570
14 but less than 15	630
15 but less than 16	700
16 but less than 17	770
17 but less than 18	840
18 but less than 19	920
19 but less than 20	1000
20 but less than 21	1085
21 but less than 22	1170
22 but less than 23	1260
23 but less than 24	1355
24 but less than 25	1455
25 but less than 26	1560
26 but less than 27	1665
27 but less than 28	1770
28 but less than 29	1875
29 but less than 30	1980
30 and over	2080

Art. IV, 2(b)(2)

(2) The amount of Separation Payment so computed shall be reduced by the amount of any Benefits paid or payable to an Employee with respect to a Week occurring after the last day worked for the Company.

(3) A Separation Payment payable hereunder shall be reduced by the amount of any payment received or receivable with respect to any layoff or separation of the Employee from the Company subsequent to the last day worked for the Company under any other "SUB" plan or plans of the Company or under any Company plan or program to which the Company has contributed.

(4) If an Employee has been paid a prior Separation Payment and thereafter was hired again by the Company within 3 years from the last day worked in the Bargaining Unit, or if the Employee received a prior Separation Payment by reason of total and permanent disability and subsequently recovers, reports for work and such Employee's Seniority is reinstated under the Collective Bargaining Agreement,

(i) Years of Seniority for purposes of determining the amount of the Employee's current Separation Payment shall mean the sum of the Years of Seniority used to determine the amount of the Employee's prior Separation Payment plus any other Years of Seniority acquired thereafter and which the Employee has on the last day on the Active Employment Roll with respect to the Employee's current Separation Payment, and

(ii) there shall be subtracted, from the Number of Hours' Pay based on the Employee's Years of Seniority determined in (i) above, the Number of Hours' Pay used to calculate the Employee's prior Separation Payment.

Art. IV, 2(b)(5)

(5) The Separation Payment payable to an eligible Part-Time Employee shall be reduced in the same ratio as the Employee's scheduled hours of work at time of layoff bears to 40 hours, provided, however, that if an Employee has worked as a full-time and a Part-Time Employee, the Employee's Separation Payment shall be computed by multiplying the Number of Hours' Pay indicated by the Employee's Years of Seniority on the Employee's last day on the Active Employment Roll by a fraction the numerator of which is the sum of

(i) the number of such Years during which the Employee was a full-time Employee, and

(ii) the number of such Years during which the Employee was a Part-Time Employee, adjusted by the ratio which scheduled hours of work in such Years bears to 40; and the denominator of which is the Employee's Years of Seniority on the Employee's last day on the Active Employment Roll.

Section 3. Effect of Separation Payment on Seniority

An Employee who is issued and accepts a Separation Payment (A) agrees that such Payment is a lump sum payment allocable to an inactive period ("Allocation Period") during which no other pay or benefits or rights of employment shall apply, (B) shall cease to be an Employee and shall have Seniority canceled at any and all of the Company's plants and locations as of the date the Employee's application for the Separation Payment was received by the Company ("Termination Date") for all purposes, (C) shall not be eligible to receive a special early retirement under any Company retirement plan, (D) shall not be permitted to retire under any Company retirement plan during the Allocation Period following the Termination Date, and (E) cannot grow into retirement eligibility if ineligible as of the break in

Exhibit X

Supplemental Agreement

Covering

SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN

Exhibit D

to

AGREEMENT

between

DELPHI CORPORATION

and

IUE-CWA

dated

November 16, 2003

(Effective December 8, 2003)

Art. I, 4(2)

and the Employee is eligible to receive a Benefit under the Plan except for such denial, or protest, the payment of such Benefit shall be suspended until such dispute shall have been determined.

(b) If the dispute shall be finally determined in favor of the Employee, the Benefit shall be paid to the Employee.

ARTICLE II

AMOUNT OF BENEFITS

Section 1. Regular Benefits

(a) The Regular Benefit payable to an eligible Employee for any Week beginning on or after the effective date of this Plan shall be an amount which, when added to the Employee's State Benefit and Other Compensation, will equal 95% of the Employee's Weekly After-Tax Pay, minus \$30.00, to take into account work-related expenses not incurred; provided, however, that such Benefit shall not exceed \$190 for any Week with respect to which the Employee is not receiving State System Benefits because of a reason listed in item (2) or (6) of Section 1(b) of Article I and is laid off or continues on layoff by reason of having refused to accept work when recalled pursuant to the Collective Bargaining Agreement or having refused an offer by the Company of other available work at the same Plant or at another Plant in the same labor market area (as defined in Section 3(b)(3) of Article I); except that refusal by skilled Tool and Die, Maintenance and Construction or Power House Employees or apprentices of work other than work in Tool Room Departments, Maintenance Departments and Power House Departments, respectively, shall not result in the

Art. II, 1(a)

application of the maximum provided for in this paragraph.

(b) An otherwise eligible Employee entitled to a Benefit reduced, as provided in subsection 3(d) of Article I, because of ineligibility (or eligibility for a Leveling Week Benefit) with respect to part of the Week, will receive 1/5 of a Regular Benefit computed under subsection (a) of this Section for each work day of the Week for which otherwise eligible; provided, however, that there shall be excluded from such computation any pay which could have been earned, computed, as if payable, for hours made available by the Company but not worked during the days for which the Employee is not eligible for a Benefit under subsection 3(d) of Article I.

Section 2 Automatic Short Week Benefit

(a) The Automatic Short Week Benefit payable to any eligible Employee for any Week beginning on or after the effective date of this Plan shall be an amount equal to the product of the number by which 40 exceeds the Employee's Compensated or Available Hours, counted to the nearest tenth of an hour, multiplied by 80% of the Employee's Base Hourly Rate.

(b) An Employee, who breaks Seniority during a Week by reason of death or of retirement under the provisions of the Delphi Hourly-Rate Pension Plan and is eligible for an Automatic Short Week Benefit with respect to certain hours of layoff during the Week prior to the date Seniority is broken, will receive an amount computed as provided in subsection 2(a) above based on the number by which the hours for which the Employee would regularly have been compensated exceeds the Employee's Compensated or Available Hours with respect to that part of the Week prior to the date Seniority is broken.

Art. II, 5

Section 5. Withholding Tax

The Trustee or the Company shall deduct from the amount of any Benefit (or Separation Payment) any amount required to be withheld by the Trustee or the Company by reason of any law or regulation, for payment of taxes or otherwise to any federal, state, or municipal government. In determining the amount of any applicable tax entailing personal exemptions, the Trustee or the Company shall be entitled to rely on the official form filed by the Employee with the Company for purposes of income tax withholding on regular wages.

Section 6. Deduction of Union Dues

During any period while there is in effect an agreement between the Company and the Union concerning the maintaining of the Plan, the Company, upon notification by the designated financial officer of the local Union shall notify the Trustee to deduct monthly Union dues from Regular Benefits paid under the Plan and to pay such sums directly to the local Union on behalf of any Employee who has on file with the Company a written authorization providing for such deductions as set forth in the Collective Bargaining Agreement.

ARTICLE III

DURATION OF BENEFITS

Section 1. Volume Related Layoffs

An Employee, with one or more Years of Seniority, at work on or after the effective date of this Agreement will be granted full job security from volume declines, with the exception of up to 48 weeks of qualifying layoff during the term of this Agreement.

of this Agreement, the parties may take appropriate action to reduce the rate of expenditure and extend benefit duration.

ARTICLE IV

SEPARATION PAYMENT

Section 1. Eligibility

An Employee shall be eligible for a Separation Payment if the Employee:

(a) has been on layoff from the Company for a continuous period of at least 12 months (or any shorter period determined by the Company) and such layoff is not a result of any of the circumstances or conditions set forth in Section 3(b)(2) of Article I; provided, however, an Employee shall be deemed to have been on layoff from the Company for a continuous period if, while on layoff, the Employee accepts an offer of work by the Company and subsequently is laid off again within not more than 10 work days from the date reinstated; or

(b) becomes disabled and would be eligible for total and permanent disability benefits under any Company pension plan or retirement program except that the Employee does not have the years of credited service required to be eligible for such benefits; and in addition to (a) or (b) above;

(c) had 1 or more Years of Seniority on the last day the Employee was on the Active Employment Roll, and such Years of Seniority had not been broken on or prior to the earliest date on which application can be made to the Company;

(d) has not refused an offer of work pursuant to any of the conditions set forth in Section 3(b)(3) of Article I,

on or after the last day worked for the Company, and prior to the earliest date on which the Employee can make application;

(e) has made application for a Separation Payment prior to 24 months (36 months in the case of an Employee who has 10 or more Years of Seniority) from the commencement date of layoff or disability, except that an Employee who meets the requirements of subsection 1(b) of this Section may make such application on or before the 30th day following the last month for which the Employee was eligible to receive an Extended Disability Benefit in accordance with Section 7 of Article II of the Life and Disability Benefits Program, provided that in the case of layoff no application may be made prior to 12 continuous months of layoff from the Company (or any shorter period determined by the Company).

Section 2. Payment

(a) A Separation Payment shall be payable only in a lump sum.

(b) Determination of Amount

(1) The Separation Payment payable to an eligible Employee shall be an amount determined by multiplying

(i) the Employee's Base Hourly Rate by

(ii) the applicable Number of Hours' Pay as shown in the following table:

SEPARATION PAYMENT TABLE

Years of Seniority on Last Day on the <u>Active Employment Roll</u>	Number of <u>Hours' Pay</u>
1 but less than 2	50
2 but less than 3	70
3 but less than 4	100
4 but less than 5	135
5 but less than 6	170
6 but less than 7	210
7 but less than 8	255
8 but less than 9	300
9 but less than 10	350
10 but less than 11	400
11 but less than 12	455
12 but less than 13	510
13 but less than 14	570
14 but less than 15	630
15 but less than 16	700
16 but less than 17	770
17 but less than 18	840
18 but less than 19	920
19 but less than 20	1000
20 but less than 21	1085
21 but less than 22	1170
22 but less than 23	1260
23 but less than 24	1355
24 but less than 25	1455
25 but less than 26	1560
26 but less than 27	1665
27 but less than 28	1770
28 but less than 29	1875
29 but less than 30	1980
30 and over	2080

Art. IV, 2(b)(2))

(2) The amount of Separation Payment so computed shall be reduced by the amount of any Benefits paid or payable to an Employee with respect to a Week occurring after the last day worked for the Company.

(3) A Separation Payment payable hereunder shall be reduced by the amount of any payment received or receivable with respect to any layoff or separation of the Employee from the Company subsequent to the last day worked for the Company under any other "SUB" plan or plans of the Company or under any Company plan or program to which the Company has contributed.

(4) If an Employee has been paid a prior Separation Payment and thereafter was hired again by the Company within 3 years from the last day worked in the Bargaining Unit, or if the Employee received a prior Separation Payment by reason of total and permanent disability and subsequently recovers, reports for work and such Employee's Seniority is reinstated under the Collective Bargaining Agreement,

(i) Years of Seniority for purposes of determining the amount of the Employee's current Separation Payment shall mean the sum of the Years of Seniority used to determine the amount of the Employee's prior Separation Payment plus any other Years of Seniority acquired thereafter and which the Employee has on the last day on the Active Employment Roll with respect to the Employee's current Separation Payment, and

(ii) there shall be subtracted, from the Number of Hours' Pay based on the Employee's Years of Seniority determined in (i) above, the Number of Hours' Pay used to calculate the Employee's prior Separation Payment.

(5) The Separation Payment payable to an eligible Part-Time Employee shall be reduced in the same ratio as the Employee's scheduled hours of work at time of layoff bears to 40 hours, provided, however, that if an Employee has worked as a full-time and a Part-Time Employee, the Employee's Separation Payment shall be computed by multiplying the Number of Hours' Pay indicated by the Employee's Years of Seniority on the Employee's last day on the Active Employment Roll by a fraction the numerator of which is the sum of

(i) the number of such Years during which the Employee was a full-time Employee, and

(ii) the number of such Years during which the Employee was a Part-Time Employee, adjusted by the ratio which scheduled hours of work in such Years bears to 40;

and the denominator of which is the Employee's Years of Seniority on the Employee's last day on the Active Employment Roll.

Section 3. Effect of Separation Payment on Seniority

An Employee who is issued and accepts a Separation Payment (A) agrees that such Payment is a lump sum payment allocable to an inactive period ("Allocation Period") during which no other pay or benefits or rights of employment shall apply, (B) shall cease to be an Employee and shall have Seniority canceled at any and all of the Company's plants and locations as of the date the Employee's application for the Separation Payment was received by the Company ("Termination Date") for all purposes, (C) shall not be eligible to receive a special early retirement under any Company retirement plan, (D) shall not be permitted to retire under any Company retirement plan during the Allocation Period following

Exhibit Y

Supplemental Agreement

Covering

GUARANTEED INCOME STREAM BENEFIT PROGRAM

Exhibit E

to

AGREEMENT

between

DELPHI CORPORATION

and

UAW

dated

September 18, 2003

(Effective October 13, 2003)

E-1, Sect. 3 (c)

Collective Bargaining Agreement for pay from the Company for all or part of such period solely because the Employee would be on a qualifying layoff but for such active duty, the Employee will be deemed to be on a qualifying layoff, for the determination of eligibility for not more than two GIS Income Benefits in a calendar year; provided further, however, that this two GIS Income Benefit limitation shall not apply to short term active duty of 30 days or less for an otherwise eligible Employee because such Employee was called to active service in the National Guard by state or federal authorities in case of public emergency.

Section 4. Description of GIS Benefits

An Employee eligible for GIS Benefits, in accordance with Section 2 above, is entitled to a GIS Income Benefit and to GIS Health Care and Life Insurance Coverages as provided in this Section, and reduced as provided in this Section and in Section 5, until the Employee's eligibility for such benefits is terminated or suspended as provided in Sections 7 and 8, respectively, or until the Maximum Company Liability Amount, as defined in Section 15(d), has been reached.

(a) GIS Income Benefit

(1) At the time of layoff, a guaranteed income level will be calculated for each Employee who thereafter may be eligible for a GIS Income Benefit. For eligible Employees with 10 to 15 Years of Seniority, the guaranteed income level will equal 50% of an Employee's Weekly Before-Tax Base Earnings on the last day at Work prior to the layoff establishing eligibility hereunder, increased by one (1) additional percentage point for each whole year that the Employee's Years of Seniority as of the last day at Work prior to such qualifying layoff exceeds 15 Years of Seniority (fractional years of such Seniority shall be disregarded), or if lesser, in the case of an Employee

E-1, Sect. 4 (a)(1)

eligible while disabled under subsection 2(e)(4), the weekly Sickness and Accident Benefit payable under the Life and Disability Benefits Program which applied or would have applied to the Employee if disabled on the Employee's last day at Work.

(2) The maximum guaranteed income level hereunder is the lesser of (i) 75% of Weekly Before-Tax Base Earnings or (ii) 95% of Weekly After-Tax Base Earnings, as of the Employee's last day Worked prior to the qualifying layoff, less \$30.00, or (iii) if the Employee is eligible under any Company plan or program then in effect to receive, at the Employee's option, either (a) a monthly retirement benefit unreduced for age because of (1) a contingent event unrelated to age or (2) disability, or (b) a monthly retirement benefit containing a supplemental allowance based on attaining a specified number of years of service, the weekly equivalent of the monthly amount of the retirement benefit that would be payable.

In determining the maximum guaranteed income level, the weekly equivalent of benefits paid on a monthly basis is computed by dividing the monthly benefit amount by 4.33.

(3) The gross amount of the GIS Income Benefit payable to an eligible Employee will equal the guaranteed income level reduced by offsets provided under Section 5 of the Program.

(4) The GIS Income Benefit for a Week which equals at least \$100 will be paid as soon as practical after receipt of a completed application for such Week. If the amount payable for any Week would be less than \$100, payment will be distributed after the Week in which the Employee's unpaid GIS Income Benefit equals at least \$100. When the Employee's eligibility for GIS Benefits is suspended or terminated, accumulated unpaid GIS Income Benefits, regardless of amount, will be paid subject to the provisions of Section 5.

E-1, Sect. 4 (a)(5)

(5) For purposes of determining the maximum guaranteed income level under subsection 4(a)(2)(ii) of this Section, an Employee's exemptions for withholding tax purposes will be equal to the Employee's actual number of personal and dependency exemptions (excluding exemptions for blindness and for age 65 years or over) which would be allowable on the Employee's Federal income tax return as of the Employee's last day at Work prior to layoff.

(6) The Corporation, upon authorization from an Employee, shall deduct monthly union dues from GIS Income Benefits paid under the Program and pay such sums directly to the Union on the Employee's behalf.

(b) *GIS Health Care and Life Insurance Coverages*

An Employee who is eligible to receive GIS Benefits will receive GIS Health Care and Life Insurance Coverages, as determined in accordance with this paragraph, until termination of GIS Benefits or suspension of eligibility for GIS Health Care and Life Insurance Coverages. The GIS Health Care and Life Insurance Coverages consist of Hospital-Surgical-Medical coverage and Life Insurance; provided, however, that Hospital-Surgical-Medical coverage will be supplementary to any other insurance or self-insurance for which the Employee or the Employee's eligible dependent(s) may be eligible and for which the Employee or Employee's dependent(s) pays no more than one-half the premium. Benefits will be reduced by the amount of benefits provided or available upon request under such other insurance or self-insured coverages available to the Employee from any other source, including coverage as a dependent.

E-1, Sect. 5 (a)

Section 5. GIS Income Benefit Offsets

(a) The GIS Income Benefit described in Section 4(a) is reduced by gross income or payments that an Employee receives or is eligible to receive from the following sources:

(1) Statutory Benefits, except Social Security Old Age or Disability Benefit,

(2) Eighty percent of Income from Other Sources (except disability, termination and supplemental unemployment benefit pay will be offset at 100%).

In determining the amount by which GIS Income Benefits are reduced, the weekly equivalent of benefits paid on a monthly basis is computed by dividing the monthly benefit amount by 4.33.

(b) In addition, an Employee's outstanding debts to the Company or trustees of any Company benefit plan or program, and an Employee's unrepaid overpayments under the SUB Plan shall be offset against GIS Income Benefits. The amount of GIS Income Benefits that are offset by SUB overpayments or outstanding debts to the Company or trustees of any Company plan or program, shall be paid by the Trustee to the Company or trustee of the SUB Plan Fund or other Company plan or program, as applicable.

(c) For an Employee, whose GIS Income Benefit was suspended by reason of Section 8(a)(2), the Weekly earnings offset, for computing the reinstated GIS Income Benefit during any subsequent employment, will be the larger of the average Weekly Income from Other Sources received by the Employee for the last four Weeks of Employment from

(1) the employer from whom the Employee terminated, which caused the suspension as described in Section 8(a)(2), or

Exhibit Z

Supplemental Agreement

Covering

GUARANTEED INCOME STREAM BENEFIT PROGRAM

Exhibit E

to

AGREEMENT

between

DELPHI CORPORATION

and

IUE-CWA

dated

November 16, 2003

(Effective December 8, 2003)

E-1, Sect. 3(c)

such active duty, the Employee will be deemed to be on a qualifying layoff, for the determination of eligibility for not more than two GIS Income Benefits in a calendar year; provided further, however, that this two GIS Income Benefit limitation shall not apply to short term active duty of 30 days or less for an otherwise eligible Employee because such Employee was called to active service in the National Guard by state or federal authorities in case of public emergency.

Section 4. Description of GIS Benefits

An Employee eligible for GIS Benefits, in accordance with Section 2 above, is entitled to a GIS Income Benefit and to GIS Health Care and Life Insurance Coverages as provided in this Section, and reduced as provided in this Section and in Section 5, until the Employee's eligibility for such benefits is terminated or suspended as provided in Sections 7 and 8, respectively, or until the Maximum Company Liability Amount, as defined in Section 15(d), has been reached.

(a) *GIS Income Benefit*

(1) At the time of layoff, a guaranteed income level will be calculated for each Employee who thereafter may be eligible for a GIS Income Benefit. For eligible Employees with 10 to 15 Years of Seniority, the guaranteed income level will equal 50% of an Employee's Weekly Before-Tax Base Earnings on the last day at Work prior to the layoff establishing eligibility hereunder, increased by one (1) additional percentage point for each whole year that the Employee's Years of Seniority as of the last day at Work prior to such qualifying layoff exceeds 15 Years of Seniority (fractional years of such Seniority shall be disregarded), or if lesser, in the case of an Employee eligible while disabled under subsection 2(e)(4), the weekly Sickness and Accident Benefit payable under the

E-1, Sect. 4(a)(1)

Life and Disability Benefits Program which applied or would have applied to the Employee if disabled on the Employee's last day at Work.

(2) The maximum guaranteed income level hereunder is the lesser of (i) 75% of Weekly Before-Tax Base Earnings or (ii) 95% of Weekly After-Tax Base Earnings, as of the Employee's last day Worked prior to the qualifying layoff, less \$30.00, or (iii) if the Employee is eligible under any Company plan or program then in effect to receive, at the Employee's option, either (a) a monthly retirement benefit unreduced for age because of (1) a contingent event unrelated to age or (2) disability, or (b) a monthly retirement benefit containing a supplemental allowance based on attaining a specified number of years of service, the weekly equivalent of the monthly amount of the retirement benefit that would be payable.

In determining the maximum guaranteed income level, the weekly equivalent of benefits paid on a monthly basis is computed by dividing the monthly benefit amount by 4.33.

(3) The gross amount of the GIS Income Benefit payable to an eligible Employee will equal the guaranteed income level reduced by offsets provided under Section 5 of the Program.

(4) The GIS Income Benefit for a Week which equals at least \$100 will be paid as soon as practical after receipt of a completed application for such Week. If the amount payable for any Week would be less than \$100, payment will be distributed after the Week in which the Employee's unpaid GIS Income Benefit equals at least \$100. When the Employee's eligibility for GIS Benefits is suspended or terminated, accumulated unpaid GIS Income Benefits, regardless of amount, will be paid subject to the provisions of Section 5.

E-1, Sect. 4(a)(5)

(5) For purposes of determining the maximum guaranteed income level under subsection 4(a)(2)(ii) of this Section, an Employee's exemptions for withholding tax purposes will be equal to the Employee's actual number of personal and dependency exemptions (excluding exemptions for blindness and for age 65 years or over) which would be allowable on the Employee's Federal income tax return as of the Employee's last day at Work prior to layoff.

(6) The Corporation, upon authorization from an Employee, shall deduct monthly union dues from GIS Income Benefits paid under the Program and pay such sums directly to the Union on the Employee's behalf.

(b) *GIS Health Care and Life Insurance Coverages*

An Employee who is eligible to receive GIS Benefits will receive GIS Health Care and Life Insurance Coverages, as determined in accordance with this paragraph, until termination of GIS Benefits or suspension of eligibility for GIS Health Care and Life Insurance Coverages. The GIS Health Care and Life Insurance Coverages consist of Hospital-Surgical-Medical coverage and Life Insurance; provided, however, that Hospital-Surgical-Medical coverage will be supplementary to any other insurance or self-insurance for which the Employee or the Employee's eligible dependent(s) may be eligible and for which the Employee or Employee's dependent(s) pays no more than one-half the premium. Benefits will be reduced by the amount of benefits provided or available upon request under such other insurance or self-insured coverages available to the Employee from any other source, including coverage as a dependent.

Section 5. GIS Income Benefit Offsets

(a) The GIS Income Benefit described in Section

E-1, Sect. 5(a)

4(a) is reduced by gross income or payments that an Employee receives or is eligible to receive from the following sources:

(1) Statutory Benefits, except Social Security Old Age or Disability Benefit,

(2) Eighty percent of Income from Other Sources (except disability, termination and supplemental unemployment benefit pay will be offset at 100%).

In determining the amount by which GIS Income Benefits are reduced, the weekly equivalent of benefits paid on a monthly basis is computed by dividing the monthly benefit amount by 4.33.

(b) In addition, an Employee's outstanding debts to the Company or trustees of any Company benefit plan or program, and an Employee's unrepaid overpayments under the SUB Plan shall be offset against GIS Income Benefits. The amount of GIS Income Benefits that are offset by SUB overpayments or outstanding debts to the Company or trustees of any Company plan or program, shall be paid by the Trustee to the Company or trustee of the SUB Plan Fund or other Company plan or program, as applicable.

(c) For an Employee, whose GIS Income Benefit was suspended by reason of Section 8(a)(2), the Weekly earnings offset, for computing the reinstated GIS Income Benefit during any subsequent employment, will be the larger of the average Weekly Income from Other Sources received by the Employee for the last four Weeks of Employment from

(1) the employer from whom the Employee terminated, which caused the suspension as described in Section 8(a)(2), or

(2) any subsequent employer.

Exhibit AA

EXHIBIT E

~~1999~~2003 SUPPLEMENTAL AGREEMENT

(GUARANTEED INCOME STREAM

BENEFIT PROGRAM)

~~December 9, 1999~~ = Signing Date of
(A) Collective Bargaining
Agreement

~~December 27, 1999~~ = Effective Date of
(B) GIS Agreement

GUARANTEED INCOME STREAM BENEFIT PROGRAM

Sect. 4

Section 4. Description of GIS Benefits

An Employee eligible for GIS Benefits, in accordance with Section 2 above, is entitled to a GIS Income Benefit and to GIS Health Care and Life Insurance Coverages as provided in this Section, and reduced as provided in this Section and in Section 5, until the Employee's eligibility for such benefits is terminated or suspended as provided in Sections 7 and 8, respectively, or until the Maximum Company Liability Amount, as defined in Section 15(d), has been reached.

(a) GIS Income Benefit

- (1) At the time of layoff, a guaranteed income level will be calculated for each Employee who thereafter may be eligible for a GIS Income Benefit. For eligible Employees with 10 to 15 Years of Seniority, the guaranteed income level will equal 50% of an Employee's Weekly Before-Tax Base Earnings on the last day at Work prior to the layoff establishing eligibility hereunder, increased by one (1) additional

GUARANTEED INCOME STREAM BENEFIT PROGRAM

Sect. 4(a)(1)

percentage point for each whole year that the Employee's Years of Seniority as of the last day at Work prior to such qualifying layoff exceeds 15 Years of Seniority (fractional years of such Seniority shall be disregarded), or if lesser, in the case of an Employee eligible while disabled under subsection 2(d)(4), the weekly Sickness and Accident Benefit payable under the Life and Disability Benefits Program which applied or would have applied to the Employee if disabled on the Employee's last day at Work.

- (2) The maximum guaranteed income level hereunder is the lesser of (i) 75% of Weekly Before-Tax Base Earnings or (ii) an amount equal to three-fourths of 40 times the Employee's base hourly rate as determined under the Income Security Plan, as of the Employee's last day Worked prior to the qualifying layoff or, (iii) if the Employee is eligible under any Company plan or program then in effect to receive, at the Employee's option, either (a) a monthly retirement benefit unreduced for age

GUARANTEED INCOME STREAM BENEFIT PROGRAM

Sect. 4(a)(2)

because of (1) a contingent event unrelated to age or (2) disability, or (b) a monthly retirement benefit containing a supplemental allowance based on attaining a specified number of years of service, the weekly equivalent of the monthly amount of the retirement benefit that would be payable.

In determining the maximum guaranteed income level, the weekly equivalent of benefits paid on a monthly basis is computed by dividing the monthly benefit amount by 4.33.

(3) The gross amount of the GIS Income Benefit payable to an eligible Employee will equal the guaranteed income level reduced by offsets provided under Section 5 of the Program.

(4) The GIS Income Benefit for a Week which equals at least \$100 will be paid as soon as practical after receipt of a completed application for such Week. If the amount payable for any Week would be less than

GUARANTEED INCOME STREAM BENEFIT PROGRAM

Sect. 4(a)(4)

\$100, payment will be distributed after the Week in which the Employee's unpaid GIS Income Benefit equals at least \$100. When the Employee's eligibility for GIS Benefits is suspended or terminated, accumulated unpaid GIS Income Benefits, regardless of amount, will be paid subject to the provisions of Section 5.

- (5) The Corporation, upon authorization from an Employee, shall deduct monthly union dues from GIS Income Benefits paid under the Program and pay such sums directly to the Union on the Employee's behalf.

GUARANTEED INCOME STREAM BENEFIT PROGRAM

Sect. 4(b)

(b) GIS Health Care and Life Insurance Coverages

An Employee who is eligible to receive GIS Benefits will receive GIS Health Care and Life Insurance Coverages, as determined in accordance with this paragraph, until termination of GIS Benefits or suspension of eligibility for GIS Health Care and Life Insurance Coverages. The GIS Health Care and Life Insurance Coverages consist of Hospital-Surgical-Medical coverage and Life Insurance; provided, however, that Hospital-Surgical-Medical coverage will be supplementary to any other insurance or self-insurance for which the Employee or the Employee's eligible dependent(s) may be eligible and for which the Employee or Employee's dependent(s) pays no more than one-half the premium. Benefits will be reduced by the amount of benefits provided or available upon request under such other insurance or self-insured coverages available to the Employee from any other source, including coverage as a dependent.

GUARANTEED INCOME STREAM BENEFIT PROGRAM

Sect. 5

Section 5. GIS Income Benefit Offsets

(a) The GIS Income Benefit described in Section 4(a) is reduced by gross income or payments that an Employee receives or is eligible to receive from the following sources:

(1) Statutory Benefits, except Social Security Old Age or Disability Benefit, and

(2) Eighty percent of Income from Other Sources (except disability, termination and supplemental unemployment benefit pay will be offset at 100%).

In determining the amount by which GIS Income Benefits are reduced, the weekly equivalent of benefits paid on a monthly basis is computed by dividing the monthly benefit amount by 4.33.

GUARANTEED INCOME STREAM BENEFIT PROGRAM

Sect. 5(b)

(b) In addition, an Employee's outstanding debts to the Company or trustees of any Company benefit plan or program shall be offset against GIS Income Benefits. The amount of GIS Income Benefits that are offset by outstanding debts to the Company or trustees of any Company plan or program, shall be paid by the Trustee to the Company or trustee of any other Company plan or program, as applicable.

(c) For an Employee, whose GIS Income Benefit was suspended by reason of Section 8(a)(2), the Weekly earnings offset, for computing the reinstated GIS Income Benefit during any subsequent employment, will be the larger of the average Weekly Income from Other Sources received by the Employee for the last four Weeks of Employment from

(1) the employer from whom the Employee terminated, which caused the suspension as described in Section 8(a)(2),
or

(2) any subsequent employer.

Exhibit BB

EXHIBIT E-1*

| 2003-19969 GUARANTEED INCOME STREAM
BENEFIT PROGRAM

EXHIBIT E-1

Section 1. General

The Guaranteed Income Stream Benefit Program is designed to promote employment stability and avoid layoffs. The GIS Program provides a guaranteed minimum income, health care and life insurance coverages, subject to the terms, conditions and limitations contained in this Program (including the definitions contained in Section 19 hereof), for eligible long-service Employees covered by this Program who become laid off from the Company on or after March 1, 1982 and during the terms of the applicable 1982 through 1996~~9~~ Collective Bargaining Agreements, inclusive.

Section 2. Eligibility for a GIS Benefit

An Employee at Work on or after March 1, 1982 and laid off during the terms of the 1982 through ~~2003~~~~1996~~ Collective Bargaining Agreements, inclusive, shall be eligible for a GIS Benefit for any Week beginning on or after the Effective Date if with respect to such Week the Employee meets all of the following conditions:

- (a) Was, for the entire Week, on a qualifying layoff as described in Section 3.
- (b)
 - (1) If laid off during the terms of the 1982, 1984 or 1987 Collective Bargaining Agreements, had at least 15 Years of Seniority (10 Years of Seniority with respect solely to a Plant Closing situation) on the last day the Employee Worked prior to the effective date of such layoff.
 - (2) If laid off during the terms of the 1990, ~~1993~~ or ~~1996~~ through ~~2003~~~~1999~~ Collective Bargaining Agreements, inclusive, had at least 10 Years of Seniority under the terms of the Collective Bargaining Agreement, on the last day the Employee Worked prior to the effective date of such layoff.

With respect to a Plant Closing situation, if an otherwise eligible Employee has 10 or more Years of Seniority on such Employee's first day of layoff and such first day is within 5 years prior to any subsequent date of the Plant Closing announcement, such Employee will be deemed eligible for GIS Benefits commencing with the first full Week following the date of the Plant Closing announcement.

- (c) Has both
 - (1) exhausted all entitlement under any "SUB" Plan of the Company and has had no SUB entitlement canceled after the qualifying layoff for GIS Benefits for willfully misrepresenting any material fact in connection with an application for benefits under any SUB Plan;

provided, however, that if the Employee has entitlement under any SUB Plan of the Company but the Regular Benefit would be delayed under the SUB Plan for any Week because of exhaustion of the Advance Credit Account and the Guaranteed Benefit Account under the SUB Plan, an eligible Employee may elect to begin receipt of GIS Benefits, in which event the Employee must elect that all of the Employee's remaining SUB entitlement shall thereupon be canceled under any SUB Plan of the Company.

- (2) a zero balance in the Employee's Security Fund Account under the General Motors Income Security Plan except for an amount equal to no more than the amount of any balance of Employee contributions in the Account at the start of the Employee's current continuous layoff from the Company; provided, however, that for Weeks of continuing layoff following the first Week of layoff for which the Employee satisfies the foregoing exception and is otherwise eligible for a GIS Benefit, such excepted amount of Employee contributions in the Account may also include subsequent interest allocations based solely thereon; and provided further, that such excepted amount of Employee contributions plus interest at the end of the period of layoff (plus subsequent interest allocated to such excepted amount) shall be added, at the start of any subsequent period of layoff, to the amount equal to the amount of additional Employee contributions (plus accrued interest thereon) in the Employee's Account since the end of the Employee's previous layoff period; ~~and.~~

(d) Is either

- (1) working with a subsequent employer;
- (2) meets the definition of able and available for work, utilized by the applicable Public Employment Service, for purposes of the receipt of a State System Benefit and meets the eligibility requirements other than minimum number of qualifying weeks for such State System Benefit for such Week even though the Employee may have exhausted such benefits;
- (3) is participating in a jointly approved vocational training program; or
- (4) (i) becomes wholly and continuously disabled after such otherwise qualifying layoff began, and
- (ii) remains wholly and continuously disabled for a period of more than one Week (the period of

eligibility shall not include the first Week of such disability), and

(iii) is under a doctor's care;

provided, however, that such eligibility while disabled shall cease when the Employee becomes eligible for a disability retirement benefit under the Retirement Plan or has been paid a cumulative total of 52 Weekly GIS Income Benefits while disabled, whichever occurs first. If the Employee's State System Benefits are exhausted, any reporting requirements associated with State System Benefit eligibility will not apply under this paragraph.

- (e) Except when eligible while disabled under subsection 2(d) above, maintains an active registration for such Week with the applicable Public Employment Service for purposes of locating employment opportunities.
- (f) Reports on a Timely Basis as required to the Company or its designated representative:
 - (1) Income from Other Sources,
 - (2) Statutory Benefits,
 - (3) Insurance Coverages from Other Sources,
 - (4) evidence of active registration with the Public Employment Service,
 - (5) changes in employment status.
- (g) Provides the Company or its designated representative or appropriate federal, state, or local governmental agencies, as required, with any waivers, releases and reasonable evidence that may be required by such agencies or the Company for purposes of verifying the Employee's eligibility for and amount of GIS Benefits.
- (h) Has made an application for GIS Benefits in accordance with procedures established by the Company.

In addition, except when eligible while disabled under subsection 2(d) above, in order to be eligible for GIS Benefits an Employee must accept Suitable Employment provided for or arranged by the Company, Agent of the Company or Public Employment Service and must not have broken Years of Seniority for any reason other than that the Employee shall have been continuously unemployed by the Company and had broken Seniority under the time-for-time provisions of the Collective Bargaining Agreement.

Section 3. Conditions with Respect to Layoff

- (a) A layoff for purposes of the GIS Program includes any Seniority layoff except an inverse Seniority layoff resulting from a reduction in force, including a layoff resulting from the discontinuance of a Facility or an operation, and any layoff occurring or continuing because the Employee was

unable to do the work offered by the Company although able to perform other work in the Facility to which the Employee would have been entitled if the Employee had had sufficient Seniority.

(b) An Employee's layoff for any Week shall be deemed qualifying for purposes of the GIS Program only if:

(1) such layoff was for the entire Week;

(2) such layoff was from the Bargaining Unit;

(3) such layoff was not for disciplinary reasons, and was not a consequence of:

(i) any strike, slowdown, work stoppage, picketing (whether or not by Employees), or concerted action, at a Company Facility or Facilities, or any dispute of any kind involving Employees, whether at a Company Facility or Facilities or elsewhere,

(ii) any fault attributable to the Employee,

(iii) any war or hostile act of a foreign power (but not government regulation or controls connected therewith),

(iv) sabotage or insurrection, or

(v) any act of God;

(4) at a time when the Employee was on an otherwise qualifying layoff for purposes of the GIS Program or after having been advised that the Employee would be placed on such a layoff in the future, the Employee did not refuse or fail to appear for an employment interview (unless for Good Cause) or refuse any offer of employment (including employment with the Company outside the Bargaining Unit) which the Employee was then capable of performing at another Company Facility, or at the Company Facility where the Employee last worked, the acceptance of which could have avoided, delayed or reduced the period of the layoff that otherwise would have qualified the Employee for GIS Benefits except that until 2 years immediately following the Employee's last day Worked, or if less, the last day of the Week for which the Employee received a final ISP payment, leaving a zero balance in the Employee's Security Fund Account as described in Section 2(c)(1) of this Program, the Employee may refuse an offer which such Employee has a right to refuse under any applicable Local Seniority Agreement or equivalent of the Bargaining Unit in which such Employee has Seniority. If the

employment or employment interview which was refused is at a different Company Facility which is more than 50 miles from the Employee's address of record for purposes of the GIS Program and from the Company Facility where the Employee last worked or is currently working for the Company, the Employee shall not be ineligible hereunder; provided, however, that an otherwise eligible Employee who refuses a temporary part-time position with the Company will remain eligible for GIS Benefits; and

- (5) the Employee retains Years of Seniority, under the Collective Bargaining Agreement, except that an Employee shall continue to be covered by this Program if the Employee has broken such Years of Seniority, but only if the reason therefor is that the Employee has been continuously unemployed by the Company and Seniority was broken under the time-for-time provisions of the Collective Bargaining Agreement.
- (c) In addition, an Employee who enters the Armed Services of the United States directly from the employ of the Company shall while in such service be deemed, for purposes of the Program, to be on leave of absence and shall not be entitled to any GIS Benefits or payments for such period of absence. However, if an Employee is on short term active duty of 30 days or less, for required military training, in a National Guard, Reserve or similar unit and is ineligible under the Collective Bargaining Agreement for pay from the Company for all or part of such period solely because the Employee would be on a qualifying layoff but for such active duty, the Employee will be deemed to be on a qualifying layoff, for the determination of eligibility for not more than two GIS Income Benefits in a calendar year; provided further, however, that this two GIS Income Benefit limitation shall not apply to short term active duty of 30 days or less for an otherwise eligible Employee because such Employee was called to active service in the National Guard by state or federal authorities in case of public emergency.

Section 4. Description of GIS Benefits

An Employee eligible for GIS Benefits, in accordance with Section 2 above, is entitled to a GIS Income Benefit and to GIS Health Care and Life Insurance Coverages as provided in this Section, and reduced as provided in this Section and in Section 5, until the Employee's eligibility for such benefits is terminated or suspended as provided in Sections 7 and 8, respectively, or until the Maximum Company Liability Amount, as defined in Section 15(d), has been reached.

- (1) At the time of layoff, a guaranteed income level will be calculated for each Employee who thereafter may be eligible for a GIS Income Benefit. For eligible Employees with 10 to 15 Years of Seniority, the

guaranteed income level will equal 50% of an Employee's Weekly Before-Tax Base Earnings on the last day at Work prior to the layoff establishing eligibility hereunder, increased by one (1) additional percentage point for each whole year that the Employee's Years of Seniority as of the last day at Work prior to such qualifying layoff exceeds 15 Years of Seniority (fractional years of such Seniority shall be disregarded), or if lesser, in the case of an Employee eligible while disabled under subsection 2(d)(4), the weekly Sickness and Accident Benefit payable under the Life and Disability Benefits Program which applied or would have applied to the Employee if disabled on the Employee's last day at Work.

- (2) The maximum guaranteed income level hereunder is the lesser of (i) 75% of Weekly Before-Tax Base Earnings or (ii) an amount equal to three-fourths of 40 times the Employee's base hourly rate as determined under the Income Security Plan, as of the Employee's last day Worked prior to the qualifying layoff or (iii) if the Employee is eligible under any Company plan or program then in effect to receive, at the Employee's option, either (a) a monthly retirement benefit unreduced for age because of (1) a contingent event unrelated to age or (2) disability, or (b) a monthly retirement benefit containing a supplemental allowance based on attaining a specified number of years of service, the weekly equivalent of the monthly amount of the retirement benefit that would be payable.

In determining the maximum guaranteed income level, the weekly equivalent of benefits paid on a monthly basis is computed by dividing the monthly benefit amount by 4.33.

- (3) The gross amount of the GIS Income Benefit payable to an eligible Employee will equal the guaranteed income level reduced by offsets provided under Section 5 of the Program.
- (4) The GIS Income Benefit for a Week which equals at least \$100 will be paid as soon as practical after receipt of a completed application for such Week. If the amount payable for any Week would be less than \$100, payment will be distributed after the Week in which the Employee's unpaid GIS Income Benefit equals at least \$100. When the Employee's eligibility for GIS Benefits is suspended or terminated, accumulated unpaid GIS Income Benefits, regardless of amount, will be paid subject to the provisions of Section 5.

(b) GIS Health Care and Life Insurance Coverages

An Employee who is eligible to receive GIS Benefits will receive GIS Health Care and Life Insurance Coverages, as determined in accordance with this paragraph, until termination of GIS Benefits or suspension of eligibility for GIS Health Care and Life Insurance Coverages. The GIS Health Care and Life Insurance Coverages consist of Hospital-Surgical-Medical coverage and Life Insurance; provided, however, that Hospital-Surgical-Medical coverage will be supplementary to any other insurance or self-insurance for which the Employee or the Employee's eligible dependent(s) may be eligible and for which the Employee or Employee's dependent(s) pays no more than one-half the premium. Benefits will be reduced by the amount of benefits provided or available upon request under such other insurance or self-insured coverages available to the Employee from any other source, including coverage as a dependent.

Section 5. GIS Income Benefit Offsets

- (a) The GIS Income Benefit described in Section 4(a) is reduced by gross income or payments that an Employee receives or is eligible to receive from the following sources:
- (1) Statutory Benefits, except Social Security Old Age or Disability Benefit, and
 - (2) Eighty percent of Income from Other Sources (except disability, termination and supplemental unemployment benefit pay will be offset at 100%).

In determining the amount by which GIS Income Benefits are reduced, the weekly equivalent of benefits paid on a monthly basis is computed by dividing the monthly benefit amount by 4.33.

- (b) In addition, an Employee's outstanding debts to the Company or trustees of any Company benefit plan or program shall be offset against GIS Income Benefits. The amount of GIS Income Benefits that are offset by outstanding debts to the Company or trustees of any Company plan or program, shall be paid by the Trustee to the Company or trustee of any other Company plan or program, as applicable.
- (c) For an Employee, whose GIS Income Benefit was suspended by reason of Section 8(a)(2), the Weekly earnings offset, for computing the reinstated GIS Income Benefit during any subsequent employment, will be the larger of the average Weekly Income from Other Sources received by the Employee for the last four Weeks of employment from

- (1) the employer from whom the Employee terminated, which caused the suspension as described in Section 8(a)(2), or
- (2) any subsequent employer.

Section 6. Redemption Payment

An Employee otherwise eligible for GIS Benefits may elect at Company option to receive a Redemption Payment in lieu of future GIS Benefits.

(a) Eligibility

An Employee shall be eligible for a Redemption Payment if the Employee:

- (1) is otherwise eligible for GIS Benefits,
- (2) makes, within 60 months of the commencement of layoff from the Company, proper application, as determined by the Company, for such Redemption Payment, and
- (3) is at the time of application either working for a subsequent employer or meets the definition of able and available for work, utilized by the applicable Public Employment Service, for purposes of the receipt of a State System Benefit and meets the eligibility requirements, other than minimum number of qualifying weeks, for such State System Benefits even though the Employee may have exhausted such Benefits, or is participating in a jointly approved vocational training program. If the Employee has exhausted State System Benefits, any reporting requirements associated with State System Benefit eligibility will not apply under this paragraph.

(b) Payment

- (1) A Redemption Payment shall be in a lump sum.
- (2) Subject to the Maximum Company Liability Amount defined in Section 15(d), the Redemption Payment will be payable in an amount equal to \$5,000 reduced by GIS Benefits received or provided prior to the date of approval of the application for the Redemption Payment by the Company.
- (3) The amount of an Employee's Redemption Payment, as specified in (2) above, shall be reduced by any outstanding debts to the Company or trustees of any Company benefit plan or program including overpayments under the GIS Program. The amount of the reduction of the Redemption Payment because of SUB

Exhibit CC

EXHIBIT D-1

DELPHI INCOME SECURITY PLAN
FOR HOURLY-RATE EMPLOYEES

DELPHI INCOME SECURITY PLAN

ARTICLE II

ELIGIBILITY TO PARTICIPATE

Each Employee, upon acquiring Seniority, shall be eligible to participate in the Plan, provided such Employee is an Employee of a unit of Employees to whom the Plan has been made and is applicable.

DELPHI INCOME SECURITY PLAN

ARTICLE III

INCOME SECURITY FUND

SECTION 1. Establishment of Fund

Delphi ~~Automotive Systems~~ Corporation shall establish an Income Security Fund in accordance with this Income Security Plan and shall appoint a Trustee to carry out the provisions of the Plan. All contributions by the Corporation for Employees, as set forth in Section 4; the securities purchased therewith; and the earnings derived therefrom, shall be credited to the Income Security Fund.

SECTION 2. Irrevocability

No part of the Corporation's contributions to this Plan shall be recovered by the Corporation.

SECTION 3. Employees' Security Fund Accounts

The Corporation shall establish and maintain for each Employee an individual account for the purposes of the Plan, and such account will be referred to as the Employee's Security Fund Account.

SECTION 4. Corporation Contributions to the Income Security Fund

- (a) The Corporation shall, out of current or accumulated earnings and profits, contribute to the Income Security Fund and shall credit to each Employee's Security Fund Account thirty-four cents (34¢) for each hour for which the Employee receives pay from the Corporation.

DELPHI INCOME SECURITY PLAN

Art. III, 4(b)

- (b) In addition to the contributions set forth in Section 4(a), the Corporation shall contribute to the Income Security Fund and shall credit to each Employee's Security Fund Account an additional six cents (6¢) for each hour for which the Employee receives pay at time and one-half from the Corporation and an additional twelve cents (12¢) for each hour for which the Employee receives pay at double-time from the Corporation.
- (c) Any Corporation contributions made for prior periods shall be made at the current contribution rate.
- (d) The Corporation's contributions shall be made weekly and shall be fully and immediately vested.
- (e) Pay means the amount paid to a Participant for straight time hours worked.

SECTION 5. Employee Contributions to The Income Security Fund

An Employee who has or acquires Seniority may elect to make a non-forfeitable contribution to their Security Fund Account established under this Plan with respect to each Week in accordance with the following:

- (a) the Employee shall elect the percentage amount to be deducted from each weekly paycheck, ranging from not less than 1.0% to not more than 5.0% of the Employee's Base Hourly Rate multiplied by the number of hours for which the Employee receives pay from the Corporation for the Week. The Employee's election to make

DELPHI INCOME SECURITY PLAN

Art. III, 5(a)

contributions to their Security Fund Account shall become effective no later than the Employee's paycheck for the ~~sixth~~third Week following the Week in which the Employee's election is received by the Plan Administrator or its designee, or, if later, the Week following the Week in which the Employee acquires Seniority;

- (b) the Employee may elect to change the amount of their contribution, within the minimum-maximum range, at any time. The Employee's election shall become effective no later than the Employee's paycheck for the ~~sixth~~third Week following the Week in which the Employee's election is received by the Plan Administrator or its designee;
- (c) the Employee may cancel their contributions at any time, with such cancellation to become effective no later than the Employee's paycheck for the ~~sixth~~third Week following the Week in which the Employee's cancellation request is received by the Plan Administrator or its designee;
- (d) all Employee contributions under this Section shall be made as soon as practicable, but not later than monthly, to the Employee's Security Fund Account and shall be paid or withdrawn from such Account only in the same manner as the Corporation contributions are paid or withdrawn under the provisions of this Plan;

b

DELPHI INCOME SECURITY PLAN

Art. III, 5(e)

- (e) an Employee's aggregate contributions may not exceed 10.0% of the Employee's aggregate compensation for all years since becoming a Participant;

SECTION 6. Limitations on Employee Contributions

- (a) The contribution election percentage by the eligible Highly Compensated Employees under the Plan for a Plan Year must meet one of the following tests:
 - (i) The actual contribution election percentage of the eligible Highly Compensated Employees is not more than 1.25 times the actual contribution election percentage of all other eligible Employees; or
 - (ii) The actual contribution election percentage of the eligible Highly Compensated Employees is not more than two percentage points more than the actual contribution election percentage for all other eligible Employees and is not more than 2.0 times (or such lesser amount as the Secretary of the Treasury shall prescribe) the actual contribution election percentage of all other eligible Employees.
- (b) The actual contribution election percentage for the eligible Highly Compensated Employees and all other eligible Employees for a Plan Year is the average of the ratios (calculated separately for each eligible Employee) of the:

DELPHI INCOME SECURITY PLAN

ARTICLE IV

WEEKLY WITHDRAWALS
FROM INCOME SECURITY FUND

SECTION 1. Weekly Withdrawals

- (a) An Employee who is eligible under the Plan may make withdrawals from the Income Security Fund, up to the amount credited to the Employee's Security Fund Account, for each Week (as defined in the Plan) during which the Employee is Unemployed. Such withdrawals shall be charged to the Employee's Security Fund Account. When the Employee's account is exhausted, no further withdrawals may be made.

- (b) An Employee who is on continuous layoff for a full calendar month for a reason attributable to the Corporation under Section (1)(b) of Article V of the Plan, and with respect to such month receives no earnings from the Corporation, may authorize the Corporation, or its designee, to withdraw for each month from the Income Security Fund and pay on such Employee's behalf an amount equal to the full cost of continuing the Employee's basic life insurance as described in Article II, Section 1 of the Life and Disability Benefits Program for Hourly Employees and core coverages as described in Article II, 1(a) and vision coverage as described in Article II, 1(b) of the Health Care Program for Hourly Employees. Such monthly withdrawals may be made for up to a maximum of 37 months following the last month of coverage for which the Corporation contributed for the Employee while in

DELPHI INCOME SECURITY PLAN

Art. IV, 1(b)

active service and shall be charged to the Employee's Security Fund Account. When the Employee's account is exhausted or the balance in such Employee's account is less than an amount equal to the full cost of continuing the Employee's basic life insurance and health care coverages for the applicable month, or when directed by the Employee, no further withdrawals may be made.

SECTION 2. Amount of Employee Weekly Withdrawals

- (a) With respect to each Week for which an Employee receives, or is entitled to receive, any Unemployment Compensation Benefits, the Employee may withdraw from the Income Security Fund an amount equal to an amount of up to eighty percent (80%) of forty (40) times such Employee's Base Hourly Rate less Unemployment Compensation Benefits and the Employee's Gross Wages, if any, for the same Week.
- (b) With respect to each Week (other than a waiting week during a non-volume related layoff) for which an Employee is not entitled to Unemployment Compensation Benefits, the Employee may withdraw from the Income Security Fund an amount equal to an amount of up to eighty percent (80%) of forty (40) times such Employee's Base Hourly Rate, less 75% of such Employee's Gross Wages, if any, for the same Week.

DELPHI INCOME SECURITY PLAN

Art. IV, 2(c)

- (c) With respect to each Week for which an Employee has Gross Wages from the Corporation in an amount sufficient to disqualify such Employee from Unemployment Compensation Benefits, the Employee may withdraw from the Income Security Fund an amount equal to an amount of up to eighty percent (80%) of forty (40) times such Employee's Base Hourly Rate, less 75% of such Employee's Gross Wages from the Corporation for the same Week.
- (d) With respect to any Week for which an Employee receives a statutory or Corporation sickness and accident benefit or any other disability benefit for part of a Week, the Employee may make a reduced Weekly Withdrawal from the Income Security Fund in an amount equal to an amount of up to one-fifth (1/5) of the amount determined in paragraph (b) of this Section 2 for each day of such Week for which such Employee was not entitled to receive such disability benefit but would otherwise have been Unemployed, as provided under Article V(b) of the Plan.
- (e) With respect to any Week for which an Employee applies to make a withdrawal from such Employee's Security Fund Account, Gross Wages shall include:
 - (i) holiday pay received from the Corporation for such Week;

Art. IV, 2(e)(ii)

- (ii) the amount of any wages the Employee would have received for such Week from the Corporation had the Employee worked the hours available, except when such wages are applicable to days for which an Employee receives a disability benefit during a Week for which the Employee is entitled to a reduced Weekly Withdrawal as provided under Article IV, 2(d); and
- (iii) any withdrawals from a Security Fund Account, wage advances, unemployment benefit, or other similar benefit for such Week to which the Employee may be entitled under a plan financed by any other employer.
- (f) Notwithstanding the provisions in (a), (b), and (c) of this Section, the Weekly Withdrawal of an Employee covered by Article XI, 7(a)(3) will be reduced in the same ratio as the scheduled hours of work of such Employee at time of layoff bears to the number of hours in the employing unit's regular workweek.

SECTION 3. Attainment of Age 70-1/2

- (a) If an Employee attains age 70-1/2 prior to January 1, 1997 and has not terminated employment, distribution of the Employee's Security Fund Account will begin not later than April 1 of the calendar year following the calendar year in which the Employee attains age 70-1/2 and shall be made annually thereafter. However, an Employee may elect to discontinue such annual

Exhibit DD

EXHIBIT D-1

DELPHI INCOME SECURITY PLAN
FOR HOURLY-RATE EMPLOYEES

ARTICLE I
ESTABLISHMENT OF THE PLAN

Delphi Corporation, on behalf of itself and its Divisions and as agent for its directly or indirectly wholly-owned and substantially wholly-owned domestic subsidiaries shall establish, subject to the approval of its Board of Directors, an Income Security Plan for Hourly-Rate Employees, hereinafter referred to as the "Plan," and shall pay all expenses incident to the operation and management of the Plan.

The purpose of the Plan shall be to provide an Income Security Fund from which:

- (1) An Employee who is laid off under specified circumstances and conditions may withdraw stipulated weekly amounts, up to the amount credited to such Employee's individual account, to supplement state Unemployment Compensation Benefits;
- (2) An Employee who retires or is terminated with a resultant break in Seniority may withdraw the full amount credited to such Employee's account.

ARTICLE II
ELIGIBILITY TO PARTICIPATE

Each Employee, upon acquiring Seniority, shall be eligible to participate in the Plan, provided such Employee is an Employee of a unit of Employees to whom the Plan has been made and is applicable.

ARTICLE III
INCOME SECURITY FUND

SECTION 1. Establishment of Fund

Delphi Corporation shall establish an Income Security Fund in accordance with this Income Security Plan and shall appoint a Trustee to carry out the provisions of the Plan. All contributions by the Corporation for Employees, as set forth in Section 4; the securities purchased therewith; and the earnings derived therefrom, shall be credited to the Income Security Fund.

SECTION 2. Irrevocability

No part of the Corporation's contributions to this Plan shall be recovered by the Corporation.

SECTION 3. Employees' Security Fund Accounts

The Corporation shall establish and maintain for each Employee an individual account for the purposes of the Plan, and such account will be referred to as the Employee's Security Fund Account.

SECTION 4. Corporation Contributions to the Income Security Fund

- (a) The Corporation shall, out of current or accumulated earnings and profits, contribute to the Income Security Fund and shall credit to each Employee's Security Fund Account ~~thirty-four cents (34¢)~~ for each

Effective with Pay Period Ending	Corporation Contribution
4/11/04	\$0.42
12/12/04	\$0.44
12/11/05	\$0.46
12/10/06	\$0.47

- (b) In addition to the contributions set forth in Section 4(a), the Corporation shall contribute to the Income Security Fund and shall credit to each Employee's Security Fund Account an additional six cents (6¢) for each hour for which the Employee receives pay at time and one-half from the Corporation and an additional twelve cents (12¢) for each hour for which the Employee receives pay at double-time from the Corporation.
- (c) Any Corporation contributions made for prior periods shall be made at the current contribution rate.
- (d) The Corporation's contributions shall be made weekly and shall be fully and immediately vested.

SECTION 5. Employee Contributions to The Income Security Fund

An Employee who has or acquires Seniority may elect to make a non-forfeitable contribution to their Security Fund Account established under this Plan with respect to each Week in accordance with the following:

- (a) the Employee shall elect the percentage amount to be deducted from each weekly paycheck, ranging from not less than 1.0% to not more than 5.0% of the Employee's Base Hourly Rate multiplied by the number of hours for which the Employee receives pay from the Corporation for the Week. The Employee's election to make contributions to their Security Fund Account shall become effective no later than the Employee's paycheck for the sixth Week following the Week in which the Employee's election is received by the Plan Administrator or its designee, or, if later, the Week following the Week in which the Employee acquires Seniority;
- (b) the Employee may elect to change the amount of their contribution, within the minimum-maximum range, at any time. The Employee's election shall become effective no later than the Employee's paycheck for the sixth Week following the Week in which the Employee's election is received by the Plan Administrator or its designee;
- (c) the Employee may cancel their contributions at any time, with such cancellation to become effective no later than the Employee's paycheck for the sixth Week following the Week in which the Employee's cancellation request is received by the Plan Administrator or its designee;
- (d) all Employee contributions under this Section shall be made as soon as practicable, but not later than monthly, to the Employee's Security Fund Account and shall be paid or withdrawn from such Account only in the same manner as the Corporation contributions are paid or withdrawn under the provisions of this Plan;

- (e) an Employee's aggregate compensation for all years since becoming a participant;

WEEKLY WITHDRAWALS
FROM INCOME SECURITY FUND

SECTION 1. Weekly Withdrawals

- (a) An Employee who is eligible under the Plan may make withdrawals from the Income Security Fund, up to the amount credited to the Employee's Security Fund Account, for each Week (as defined in the Plan) during which the Employee is Unemployed. Such withdrawals shall be charged to the Employee's Security Fund Account. When the Employee's account is exhausted, no further withdrawals may be made.
- (b) An Employee who is on continuous layoff for a full calendar month for a reason attributable to the Corporation under Section (1)(b) of Article V of the Plan, and with respect to such month receives no earnings from the Corporation, may authorize the Corporation, or its designee, to withdraw for each month from the Income Security Fund and pay on such Employee's behalf an amount equal to the full cost of continuing the Employee's basic life insurance as described in Article II, Section 1 of the Life and Disability Benefits Program for Hourly Employees and core coverages as described in Article II, 1(a) and vision coverage as described in Article II, 1(b) of the Health Care Program for Hourly Employees. Such monthly withdrawals may be made for up to a maximum of 37 months following the last month of coverage for which the Corporation contributed for the Employee while inactive service and shall be charged to the Employee's Security Fund Account. When the Employee's account is exhausted or the balance in such Employee's account is less than an amount equal to the full cost of continuing the Employee's basic life insurance and health care coverages for the applicable month, or when directed by the Employee, no further withdrawals may be made.

SECTION 2. Amount of Employee Weekly Withdrawals

- (a) With respect to each Week for which an Employee receives, or is entitled to receive, any Unemployment Compensation Benefits, the Employee may withdraw from the Income Security Fund an amount equal to an amount of up to eighty percent (80%) of forty (40) times such Employee's Base Hourly Rate less Unemployment Compensation Benefits and the Employee's Gross Wages, if any, for the same Week.
- (b) With respect to each Week (other than a waiting week during a non-volume related layoff) for which an Employee is not entitled to Unemployment Compensation Benefits, the Employee may withdraw from the Income Security Fund an amount equal to an amount of up to eighty percent (80%) of forty (40) times such Employee's Base Hourly Rate, less 75% of such Employee's Gross Wages, if any, for the same Week.
- (c) With respect to each Week for which an Employee has Gross Wages from the Corporation in an amount sufficient to disqualify such Employee from Unemployment Compensation Benefits, the Employee may withdraw from the Income Security Fund an amount equal to an amount of up to eighty percent (80%) of forty (40) times such Employee's Base Hourly Rate, less 75% of such Employee's Gross Wages from the Corporation for the same Week.
- (d) With respect to any Week for which an Employee receives a statutory or Corporation sickness and accident benefit or any other disability benefit for part of a Week, the Employee may make a reduced Weekly Withdrawal from the Income Security Fund in an amount equal to an

amount of up to \$450 per week determined in paragraph (b) of this Section 2 for each day of such Week for which such Employee was not entitled to receive such disability benefit but would otherwise have been Unemployed, as provided under Article V(b) of the Plan.

- (e) With respect to any Week for which an Employee applies to make a withdrawal from such Employee's Security Fund Account, Gross Wages shall include:
 - (i) holiday pay received from the Corporation for such Week;
 - (ii) the amount of any wages the Employee would have received for such Week from the Corporation had the Employee worked the hours available, except when such wages are applicable to days for which an Employee receives a disability benefit during a Week for which the Employee is entitled to a reduced Weekly Withdrawal as provided under Article IV, 2(d); and
 - (iii) any withdrawals from a Security Fund Account, wage advances, unemployment benefit, or other similar benefit for such Week to which the Employee may be entitled under a plan financed by any other employer.
- (f) Notwithstanding the provisions in (a), (b), and (c) of this Section, the Weekly Withdrawal of an Employee covered by Article XI, 7(a)(3) will be reduced in the same ratio as the scheduled hours of work of such Employee at time of layoff bears to the number of hours in the employing unit's regular workweek.

SECTION 3. Attainment of Age 70-1/2

- (a) If an Employee attains age 70-1/2 prior to January 1, 1997 and has not terminated employment, distribution of the Employee's Security Fund Account will begin not later than April 1 of the calendar year following the calendar year in which the Employee attains age 70-1/2 and shall be made annually thereafter. However, an Employee may elect to discontinue such annual distribution by providing appropriate direction to the party designated by the Administrator in which case a distribution of the Employee's Security Fund Account will be made upon termination of employment.
- (b) If an Employee attains age 70-1/2 on or after January 1, 1997, and such Employee has not terminated employment, a distribution of the Employee's Security Fund Account will be made upon termination of employment.
- (c) All distributions required under this Section 3 shall be determined and made in accordance with Section 401(a)(9) of the Code and the regulations thereunder, including the minimum distribution incidental benefit requirement of Section 1.401(a)(9)-2 of the Proposed Income Tax Regulations.

SECTION 4. Rollovers

An Employee who receives an Eligible Rollover Distribution may elect to have the Trustee transfer directly to an IRA of the Employee, or to another employer's plan in which the Employee is a participant, all or part of the assets included in the distribution. The Employee shall designate the IRA or other employer's plan to which assets are to be transferred, and the transfer shall be made subject to acceptance by the transferee plan or IRA.